

Page 81

1 comments were really more directed to the missed
2 due date DSL measure, which has gone to the 8dB
3 loop being used for DSL service, not the BRI
4 measures, but the 5806.
5 MR. SRINIVASA: Yeah. The 8dB
6 loops are captured separately if it's used for
7 either some sort of plain old telephone service
8 or any other service other than the DSL. The
9 DSL, even though an 8dB loop could be ordered,
10 it's still captured as a DSL loop. Isn't that
11 correct?
12 MR. DYSART: That's correct.
13 MR. COWLISHAW: That's my
14 understanding.
15 MS. NELSON: Okay --
16 MR. KAGELE: Time Warner just has
17 one additional comment on that. We've heard a
18 lot of -- in the discussion about DSL. This is
19 neither a request for a DSL-related metric, nor
20 is it a remedy; however, I think there's an
21 important area related to Bell's use of DSL-2 --
22 HDSL-2 technology to deliver an off-net T1 to a
23 CLEC.
24 Time Warner has had some experience
25 with when Bell uses HDSL-2 technology, that

Page 82

1 there's contention for bits in the 6th, 12th
2 18th and 24th frames. And it's causing a
3 high-bit error rate and loss of dial tone. So
4 I'm not really sure where this issue belongs,
5 but I think it is -- it's an issue that ought to
6 be addressed because it is of some importance.
7 And I know that --
8 MS. NELSON: We're getting way too
9 much into the detail of the DSL measurements.
10 Those are currently scheduled for Wednesday. So
11 I think the appropriate time to get into those
12 would be on Wednesday.
13 MR. KAGELE: Okay. And again, I
14 just want to be clear. It's not a request for a
15 DSL-related metric. It's some deeper discussion
16 about Southwestern's use of HDSL-2 technology to
17 deliver a T1 off-net loop.
18 MS. NELSON: Okay. Well, I'm not
19 so sure that -- even if it's not related to a
20 performance measure, we'll have to address on
21 Wednesday whether that's appropriate for
22 discussion on Wednesday.
23 MR. DRUMMOND: Your Honor, Eric
24 Drummond. I think it would be important for
25 us -- and possibly we could do this at the end

Page 83

1 of the day or the end of Wednesday, discuss how
2 we might address this particular HDSL T1
3 provision issue, because Time Warner is not the
4 only one experiencing problems with this. ICG
5 is also experiencing problems. It's serious
6 customer-affecting problems. If there's a
7 potential for us to do that --
8 MS. NELSON: Before you go on,
9 have you tried to discuss it with Southwestern
10 Bell?
11 MR. DRUMMOND: I'm sure that my
12 client -- I'm sure that ICG has.
13 MS. NELSON: Okay. If you would
14 try first sometime in the next two days to get
15 with Southwestern Bell personnel and try to
16 resolve something off-line. If you haven't been
17 able to do it, then Wednesday morning we'll see
18 if it's appropriate to discuss within the
19 context of the performance measures.
20 MR. DRUMMOND: Absolutely. And
21 just simply as a request, I think what we would
22 like to do is have some discussion with them, so
23 that on -- by the end of the day Wednesday, we
24 could notify the folks here whether or not we've
25 made any progress so that people will know --

Page 84

1 excuse me, Tuesday, so that people will know,
2 have a little bit of advance notice.
3 MS. NELSON: Okay. That would be
4 fine. Okay. We're going to break at this point
5 for lunch. But before we break, we're going to
6 go off the record. Off the record.
7 (Discussion off the record)
8 (Luncheon recess: 12:11 p.m. to
9 1:20 p.m.)
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Page 85

1 AFTERNOON SESSION
2 MONDAY, MAY 1, 2000
3 (1:20 p.m.)
4 MS. NELSON: Okay. Let's go on
5 the record. Okay. We'll start with PM 27, Mean
6 Installation Interval. If Southwestern Bell
7 would go over the measurement and outline what
8 their proposal is.
9 Mr. Dysart?
10 MR. DYSART: This is Randy Dysart
11 with Southwestern Bell. I believe the only
12 changes we're making in this measurement are
13 just some clarification changes. In the
14 business rules there's some information that's
15 explanatory that we just recommend moving out of
16 there. And it may be more appropriate in the
17 mid-level document.
18 And then under the benchmark, we
19 changed it basically to say, "Southwestern Bell
20 retail, no field work." It had been
21 "Southwestern Bell, no retail field work." So
22 just some clarification issues on those.
23 MS. NELSON: Any comments by
24 CLECs? Are there any CLECs who oppose these
25 changes?

Page 86

1 MS. EMCH: This is Marsha Emch
2 with MCI WorldCom. I just had two points that
3 we'd like to add. One was the same issue that
4 we had last time we met, which was the expedited
5 orders. We feel that the expedited should in
6 fact be excluded from this measure. The second
7 one is that --
8 MS. NELSON: Are you commenting on
9 the changes that we've made?
10 MS. EMCH: Sorry. No, I'm not
11 commenting --
12 MS. NELSON: Okay. I just want to
13 see if there was anyone who had comments on the
14 changes that Southwestern Bell was proposing
15 first.
16 MS. EMCH: Okay.
17 MR. SRINIVASA: The language
18 that's struck, not from the business rules.
19 MS. NELSON: Or the changes to the
20 benchmark. Okay. If there are no --
21 MR. COWLISHAW: Well, I'm a little
22 concerned about moving language to the mid-level
23 document, given the status of the mid-level
24 document. I don't know that I'm -- I don't know
25 that there's particularly a problem with this

Page 87

1 one, but we made just kind of a quick comment in
2 passing about the mid-level document, I think,
3 in one of the sessions we had a couple of weeks
4 ago. And, I mean, that -- the probably somewhat
5 dated version of that document is -- was kind of
6 briefed and pending before the Commission, and
7 you-all were hopeful that maybe we would take it
8 back up. But if we're going to be talking about
9 moving stuff into the mid-level document, maybe
10 we ought to at least have some sense of a
11 process by which we're going to try and create
12 the mid-level document.
13 MR. SIEGEL: This is Howard
14 Siegel. Maybe the mid-level document should be
15 approved before --
16 MR. DYSART: This is Randy Dysart
17 with Southwestern Bell. If people have a
18 problem with that, you know, I mean it's no big
19 deal. It's no problem.
20 MS. NELSON: Okay. So leave the
21 language under the business rules -- okay.
22 Leave the language under the business --
23 MR. DYSART: That's fine.
24 MS. KRABILL: This is Nancy
25 Krabill. Can I ask a quick question --

Page 88

1 MS. NELSON: Yes.
2 MS. KRABILL: -- about just a
3 follow-up to what Howard was saying? Is there a
4 plan to approve the mid-level document?
5 MS. NELSON: What staff thought
6 was we'd let the parties work that out. We
7 thought you guys could come to agreement on it
8 after we're done with this or at least come to
9 more of an agreement than exists at the current
10 time and then come back to us with any
11 disagreements you have.
12 MR. SRINIVASA: To a large extent,
13 the mid-level document is also a part of
14 Attachment J to Telcordia's report. It's pretty
15 much in that. So to the extent that, you know,
16 that needs to be reviewed as part of the 16th
17 review process, any changes that you make here
18 that's going to reflect on the mid-level
19 document also, you need to show that.
20 MS. NELSON: Okay. Now let's go
21 over -- MCI had initially started explaining
22 what changes they would propose.
23 MS. EMCH: This is Marsha Emch. I
24 apologize. I jumped the gun a little bit. I
25 just wanted to say the same issue that we had

Page 89

Page 91

1 last time for an average installation measure,
2 MCI WorldCom feels that expedites should be
3 excluded from this measure, for the simple
4 reason that CLECs do in fact have to pay extra
5 just to have this service done, and they should
6 be excluded from the measure, just like
7 Southwestern Bell wants to exclude those that
8 are in fact greater than the interval. This is
9 just trying to get the average of your normal
10 orders.

11 The second point I was going to say is
12 that we would like to see, either in the
13 reporting purposes or somewhere, the
14 disaggregation between UNEs for business
15 compared to Southwestern Bell's business
16 customers, residential-to-residential customers.
17 Those are the two changes we would propose for
18 this measure.

19 MS. NELSON: Okay. AT&T or Birch?

20 MR. SAUDER: This is T.J. Sauder
21 for Birch Telecom. We had changed in here to
22 report each type of SORD order type separately
23 or per the CLEC-submitted LSR. I think the
24 language indicates that start-up time doesn't
25 start until the service order, which would be a

1 talking EASE, it's the service order. If you're
2 talking LEX or EDI, it's the LSR. It's the
3 application date on here. So we are capturing
4 all the time for that.

5 And if we want to make a current change
6 in there that says that Southwestern Bell
7 received a correct service order, slash, LSR,
8 that's fine, we can do that, if that would
9 alleviate your concern.

10 MR. SAUDER: Can we just put in
11 parentheses "EASE" behind "service order" and
12 then "LSR" behind -- and then write, slash,
13 "EDI" in parentheses?

14 MR. DYSART: Do my OSS folks sense
15 a problem with that? No. That's fine. We can
16 do that: "Service order," parentheses, "EASE,
17 LSR," parentheses "EDI LEX."

18 The second issue --

19 MR. SRINIVASA: Are you going
20 to --

21 MS. NELSON: He's doing it now.

22 UNIDENTIFIED SPEAKER: Say that
23 again.

24 MR. DYSART: Put, slash, "LSR,"
25 parentheses "LEX EDI" or "EDI."

Page 90

Page 92

1 SORD service order, is received. So this is
2 actually after the order is actually submitted.
3 And there's the time frame in there if it's a
4 manually generated order, it's not captured in
5 this interval.

6 Also I think we need to do something to
7 try to include more order types. We
8 currently -- only 31 percent of our orders are
9 being captured by this measure. So it's really
10 not capturing -- this is for non-field work
11 orders. It really doesn't do much for Birch for
12 a mean installation interval. We've had to --

13 MS. NELSON: Are they captured
14 under other measures?

15 MR. SAUDER: No, because we have
16 continually just had to push out our due dates
17 to tell our customers when to actually expect
18 the service order to go through the system.

19 MR. DYSART: This is Randy Dysart
20 with Southwestern Bell. Let me address those
21 two issues. When we reference in the business
22 rules the application date, which is the date we
23 receive the correct service order, in this case
24 it's -- we receive the current LSR when you've
25 received whatever service order LSR. If you're

1 MR. SIEGEL: EDI is plural?

2 MR. DYSART: I'd say EDI and
3 encompass both. Okay. The other issue, if I
4 can remember, where only 31 percent are
5 included, every CLEC has the ability, if we
6 receive a no field work order prior to 3
7 o'clock, to request the same-day due date.
8 After 3 o'clock, it's the next-day due date.
9 And that's the way no field work orders,
10 particularly in POTS and the UNE combos, are
11 addressed here. So anything that's outside that
12 interval is captured in missed due dates. So it
13 is captured somewhere. It's just not captured
14 in average installation interval.

15 The problem you get into when you're
16 dealing with averages is that for whatever
17 reason you want a four-day due date -- which is
18 fine with us. It doesn't make any difference to
19 me, but it distorts the average. So we have to
20 have something consistent so that we can say
21 this average is comparable, because a lot of our
22 no field works before 3:00, it's the same day;
23 after 3:00, next day.

24 So if you choose only to do 31 percent
25 within that interval, I mean, that's what we're

Page 93

1 going to measure. But the other 69 percent are
2 included in this due date measure, along with
3 that 31 percent.
4 MR. SAUDER: We've had to -- T.J.
5 Sauder with Birch Telecom. We've had to extend
6 our due dates in order to have -- to give our
7 customer an actual date on the change that's
8 going to happen. And doing that obviously gives
9 enough time -- if there's no field work, there
10 should never be a missed due date, given that
11 we're giving more than a business day to
12 complete that and we're submitting the LSR as
13 well.
14 The reason why we can't do same-day due
15 date is that the -- we're using LEX currently,
16 and getting a correct version in one day has
17 been troublesome. So we give our customer X
18 amount of time to -- so we can get a correct LSR
19 into the system within more than a day interval.
20 MS. NELSON: So do you have
21 proposed language?
22 MR. SAUDER: I -- I'm kind of
23 looking for some answers maybe how this could be
24 changed to accommodate more service orders or
25 more LSRs. But I understand what Randy was

Page 94

1 saying about a comparison when you're doing the
2 average. It's obviously going to drive up the
3 average.
4 MR. DYSART: Well, maybe this
5 would help. I know in AT&T's comments, not on
6 27, but on 28, for several of them it was
7 looking at the customer-requested due date if
8 it's outside the standard, as long as it's --
9 meets the minimum requirement. And that's what
10 we tried to encompass in 28. Maybe that will
11 address your issue. It won't be the average. I
12 don't -- I know there's nothing I can do for it
13 on the average, but maybe on PM 28 we can
14 accommodate that.
15 MS. HARTLINE: But isn't 28
16 percent POT installations?
17 MR. DYSART: Correct. But there's
18 nothing I can -- an average, I can't do anything
19 about it, because if you have a four-day due
20 date on an average --
21 MR. SAUDER: On --
22 MR. DYSART: -- then it's going to
23 distort it.
24 MR. SAUDER: We have on 28 -- it
25 has a-- you proposed POTS into the definition of

Page 95

1 it. I know I'm jumping ahead a little bit here.
2 But is that still going to include UNE combos as
3 well?
4 MR. DYSART: Yes, yes.
5 MS. NELSON: Okay. Should we go
6 to AT&T's proposals?
7 MS. CHAMBERS: Julie Chambers with
8 AT&T. And AT&T actually made these comments to
9 apply to PMs 27 through 42. So we can kind of
10 discuss it here, although we would be interested
11 in knowing if Southwestern Bell would consider
12 it for all of these provisioning and maintenance
13 measures.
14 And the issue is to propose -- as MCI
15 stated, to disaggregate for business and
16 residential customers but then to also use that
17 as the parity measure for which it is actually
18 compared to, so that a business customer will
19 be -- a Southwestern Bell business customer will
20 be compared to a business POTS UNE combination.
21 And same for residential, likewise.
22 I think when we've looked at data,
23 there are several examples. One that we
24 included in our comments was related to PM 39.
25 It just has an example. The resale data

Page 96

1 actually is broken out for Southwestern Bell on
2 its retail side for business and residential.
3 And that's how you can actually determine what
4 they're reporting; however, for UNE
5 combinations, currently it's aggregated
6 together.
7 And so, for example, in February
8 Southwestern Bell in Houston reported 24.28
9 hours as an average time to clear trouble for
10 residential compared to 10.68 hours for retail
11 POTS business service. So you see that if you
12 would aggregate that together as Southwestern
13 Bell's reporting for UNE combinations, it's at
14 21.52 hours, which is not -- basically is
15 allowing Southwestern Bell for its own retail
16 business customers to receive service within ten
17 hours, and yet a UNE combination business
18 customer could have up to 21 hours for the same
19 parity-like comparison.
20 MR. SRINIVASA: Mr. Dysart?
21 MR. DYSART: Randy Dysart with
22 Southwestern Bell. I think the issue here, from
23 our perspective, is -- and this is sort of a
24 question, not necessarily an answer. Can we --
25 is there a field on the LSR that's mandatory

Page 97

1 that requires the CLEC to say it's bus or res?
2 MS. CHAMBERS: Julie Chambers with
3 AT&T. I believe that is yes.
4 MR. DYSART: It's a mandatory
5 field?
6 MS. CHAMBERS: Uh-huh.
7 MR. DYSART: Because our problem
8 in the past, at least from my understanding, was
9 to identify those bus/res, because, I mean, to
10 us there's no difference in provisioning to a
11 CLEC.
12 MR. SRINIVASA: Is there a
13 difference in process of provisioning, business
14 versus residential? Is it the same process?
15 MR. DYSART: Well, bus and res are
16 based on a separate clock, obviously.
17 MR. SRINIVASA: So there is
18 a --
19 MR. DYSART: There's a separate
20 due date for bus and res, yeah.
21 MR. SRINIVASA: Okay.
22 MR. COWLISHAW: And there's -- as
23 I understand the -- Pat Cowlshaw for AT&T.
24 There's a field on the LSR -- I don't know that
25 it's mandatory in terms of OBF, but it's a

Page 98

1 Southwestern Bell requirement that CLECs
2 complete some field that designates bus or res
3 on a UNE order, is our understanding. And maybe
4 we need OSS people, but --
5 MR. DYSART: I'm looking back for
6 my OSS help.
7 UNIDENTIFIED SPEAKER: We're
8 collaborating.
9 MR. DYSART: We're doing a little
10 on-the-spot.
11 MR. LOCUS: Your Honor, while
12 they're collaborating -- this is John Locus for
13 Southwestern Bell -- I just want to raise kind
14 of a general issue. We've gone through and
15 looked at the various levels of disaggregation
16 that are proposed by the whole range of CLECs in
17 this proceeding, and it looks like if we go
18 ahead and say honor each level of
19 disaggregation, our number of measures from the
20 network measures jump from about 2200 to 10,200.
21 So a lot of these measures, I think we need to
22 use some caution how much we want to
23 disaggregate them, because the more you
24 disaggregate, of course the smaller sample
25 you're going to have, and then the number of

Page 99

1 these measures grow tremendously.
2 MR. SRINIVASA: That's what I was
3 trying to find out, you know, is there a
4 difference in process. The performance is
5 captured in the process. If you have a
6 difference in process, then you may have to look
7 at is it appropriate or not.
8 MR. DYSART: Maybe there's one
9 other thing we can examine here. If it in fact
10 is a required field, I guess my question then
11 is, is there a lot of difference in resale in
12 UNE loop and port combinations? Is it a
13 situation where maybe we go in and maybe we
14 disaggregate doing UNE loop and port
15 combinations, but maybe we lump those together
16 with resale, since there's not a lot of
17 difference there on these provisioning
18 measurements, because they go to the same due
19 date, or it's my understanding.
20 So, I mean, and we're comparing them
21 from a retail perspective to the same thing. So
22 is there a difference? And then maybe we
23 alleviate both concerns of the number of
24 disaggregations. But if in fact we can do that,
25 then we accomplish the same thing in keeping the

Page 100

1 number of measurements constant.
2 MR. SRINIVASA: Even on the retail
3 side you're going to combine res and bus?
4 MR. DYSART: No, no, no.
5 Retail -- what I'm saying here maybe is if, for
6 example, we can identify the UNE loop and port
7 combinations, we have a res and we have a bus.
8 We don't have, though, a POTS and a UNE
9 combination. We combine those, since we're
10 comparing it to the same service level for
11 ourselves, and I don't know that there's that
12 much difference in the process because UNE
13 combinations, it is the same rules.
14 MR. SRINIVASA: So for POTS
15 resale, also, you're going to the same due date?
16 MR. DYSART: Right.
17 MS. CHAMBERS: Julie Chambers for
18 AT&T. The one example that comes to mind
19 immediately is AIN translations and that that's
20 required for UNE and not for resale on every
21 order, which is a provisioning activity. And I
22 think that we'd be mixing apples and oranges. I
23 mean, there are differences in -- I mean,
24 there's differences in what's required on the
25 order, which then directs what is provisioned.

Page 101

1 And at this point I don't think that that's the
2 move that we would like to see happen.
3 MR. SRINIVASA: Well, let me
4 understand. What you're saying, in the
5 provisioning process -- say, for example, you
6 were converting somebody on a resale basis
7 versus you're converting somebody on a UNE-P
8 basis. In actual provisioning there is a
9 difference? Why is it AIN? And can you expand
10 on that? Why is it different from POTS?

11 MS. CHAMBERS: Julie Chambers with
12 AT&T. Nara, my understanding is that based on
13 the fact that -- in a UNE environment we require
14 the usage records and all of the access records
15 in order for mutual compensation and billing
16 purposes. And AIN translation is required for
17 every order, which is not required in a resale
18 environment. That's one example.

19 I do -- I would think that there
20 potentially could be others, but we have had
21 issues where the switched translation doesn't
22 occur on a UNE combination order and things like
23 that which I do think would be advantageous to
24 have it separate and apart from the resale
25 measure.

Page 102

1 MR. DYSART: This is Randy Dysart
2 with Southwestern Bell. Though, if you look at
3 the actual average installation intervals,
4 they're practically the same. And I understand
5 the issue of flow -- of your three-order
6 process, but from a provisioning standpoint, the
7 actual data indicates that there's not hardly
8 any difference in the provisioning of a POTS
9 versus a UNE loop and port combination.

10 And all I'm trying to suggest here is
11 maybe there's an option that we could accomplish
12 not adding a lot of disaggregation, but still
13 capturing the same. And if you're a CLEC that
14 does mostly UNE loop and port combinations,
15 that's where your data is going to be, in UNE
16 loop and port combinations. So the combination
17 shouldn't create a big deal for you. And if
18 you're a resale, then it's going to be there as
19 well. So --

20 MR. COWLISHAW: Yeah. I think
21 the -- you know, there clearly is a difference
22 in the process in terms of the three-order
23 process, the D, N and the C that you go through
24 for a loop and port combination compared to the
25 resale conversion. And there's a huge amount of

Page 103

1 still unresolved controversy about whether
2 that's having an impact and the extent of that
3 impact in the real world. That's one of the
4 open questions being debated before the FCC as
5 we sit here.

6 So I don't think we want to give up the
7 separation of mode of entry in the existing
8 performance measures for purposes of achieving
9 this level of disaggregation. I mean,
10 disaggregation cuts everybody -- can cut
11 everybody different ways, and we've been in this
12 debate and had performance failures explained
13 away to us by Southwestern Bell by pointing to,
14 but, gee, if you get it down to a central office
15 level, we're really providing parity. You know,
16 but that's -- that would give you hundreds of
17 thousands of measures. So we have to make some
18 judgments here. It's our understanding we have
19 to provide this field, and it seemed to provide
20 a ready separation into something that would
21 give us a more apples-to-apples comparison.

22 Southwestern Bell in the T2A proposed
23 its UNE combination provisions in ways that will
24 require them to distinguish UNE combinations
25 used to serve business customers from those used

Page 104

1 to serve residential customers. So it seemed a
2 way to get at a more apt comparison is the only
3 point.

4 MR. SRINIVASA: I think we have
5 adequate information. Let me hear your position
6 one more time that -- all AT&T's proposal is
7 that the UNE combo, you are breaking it down by
8 field work and no field work, and they want to
9 flow another level of disaggregation by business
10 and residence and just like the resale. So --

11 MR. DYSART: I guess my proposal
12 would be, since -- from looking at the data
13 there appears to be very little difference in
14 the provisioning interval, is to do a res/bus.
15 And if in fact we can identify UNE loop and port
16 combinations, let's make it a res/bus for POTS
17 and UNE loop and port combinations together.
18 And I think we accomplish making sure we address
19 the concerns, at least from the standpoint of
20 res/bus on the UNE loop and port combinations of
21 AT&T and the rest of the CLECs, but we also
22 haven't added unnecessary levels of
23 disaggregation.

24 MR. SIEGEL: One thing just to
25 keep an eye on, because there might be some talk

Page 105

1 in the past, is that AT&T's proposal for the
2 disaggregation is for Measures 27 to 42, I
3 think. And the idea of keeping the number of
4 measures constant and adding disaggregation, we
5 don't want to take the assumption made that the
6 data is fairly similar, resale versus UNE-P, in
7 this one measure and automatically carry it to
8 the others. Because I think on other ones, like
9 possibly maintenance trouble reports, the data
10 may not be so similar.

11 MR. COWLISHAW: And in fact that
12 might be an approach, would be to look at some
13 data and pick some number of measures where
14 there does seem on the Southwestern Bell retail
15 side to be a significant difference in what
16 Southwestern Bell is reporting as its retail bus
17 performance and its retail residence performance
18 and try the disaggregation with some limited
19 number of measures, see whether it's yielding
20 information that people regard as useful before
21 deciding either to scrap the idea or to apply it
22 to a whole array of measures.

23 MR. SRINIVASA: Okay. I think we
24 have enough information on this now. Let's go
25 on to the next measure, 28.

Page 106

1 Are there any other comments of any
2 other CLECs?

3 MR. DYSART: This is Randy Dysart.
4 I don't believe I addressed MCI's issue on
5 expedited orders. So in all fairness, I think I
6 should at least say we don't agree with that. I
7 guess it's our position that, you know, if it's
8 requested expedited and we perform that, then
9 the only way to pick that up is to include it,
10 because in all fairness, if you exclude it from
11 this measure, then you probably should exclude
12 it from all measures. So there's a whole group
13 of expedites that aren't included anywhere
14 particular.

15 MR. SRINIVASA: Let me ask MCI.
16 Are you in the position that any time that you
17 explain an order and if you're paying a premium
18 price and if there are any other measures which
19 capture the average, that if there are -- you
20 need to exclude it from there, any measurement,
21 for that matter?

22 MS. EMCH: This is Marsha Emch
23 with MCI WorldCom. Our concern is over the
24 distortion that is created when you -- you know,
25 when you exclude orders greater than the norm

Page 107

1 but you're not excluding those that are less
2 than. I understand the upper one you want to
3 exclude because that distorts it. Our concern
4 is that the lower ones do. A compromise
5 certainly could be maybe the expedites are
6 reported separately. It's another
7 disaggregation, but --

8 MR. LOCUS: This is John Locus
9 with -- are you done?

10 MR. SRINIVASA: Well -- excuse me.
11 One second. The expedites are also captured
12 under percent missed due dates. Right? If you
13 expedite an order and if there's a due date
14 which was set higher and if they don't meet it,
15 then that amount of performance is captured
16 under the percent missed due date. Right?

17 MS. EMCH: This is Marsha Emch
18 with MCI WorldCom. I honestly don't know the
19 answer to that. I'd have to have Southwestern
20 Bell -- the proposal that AT&T has about taking
21 percent of installations completed by the
22 customer-requested due date, you know, in my
23 mind, then it doesn't -- whatever the
24 customer -- whatever date the customer
25 requested, be it less than or greater than, did

Page 108

1 you meet that, that would be certainly a way.
2 Then you avoid the average -- you don't distort
3 the average. Did you meet the due date that was
4 requested? That's another possible way to
5 handle it.

6 MR. SRINIVASA: Let's look at any
7 measurement that captures the average
8 installation interval or some -- you know, of
9 course we have the resale, the UNE-P and the
10 UNE. And if there's an average installation
11 interval measurement, if they're excluding
12 anything which is greater than the normal due
13 dates, you're saying that if you expedite it,
14 that should also be excluded consistently?

15 MS. EMCH: Yes, yes.

16 MR. SRINIVASA: Okay. Mr. Dysart,
17 they're saying all average installation
18 measurements.

19 MR. DYSART: That's correct. But
20 any missed due date measurement, that is
21 currently included. Even an expedite is
22 included in a missed due date. So if those
23 measurements -- and I know people have looked
24 ahead, and probably my comments -- when we get
25 there, we'll -- we'll have to talk about that.

Page 109

Page 111

1 I know Pat has looked at it.
2 But anyway, if a due date measurement
3 is there of percent missed due dates, then if we
4 excluded from 27, then it should also be
5 excluded from any missed due date measurement,
6 because it's an expedite. They're asking for
7 something in advance.
8 Currently what happens, it's included
9 in PM 27 and in PM 29, which is missed due
10 dates. So if we commit to that due date and
11 it's expedited, and if we miss it, we miss it.
12 So we also get -- it's also included in PM 27,
13 which obviously lowers your average.
14 MR. SRINIVASA: On the other hand,
15 if they ask for an installation interval longer
16 than what the norm is, then you are excluding
17 it?
18 MR. DYSART: That's correct.
19 MR. SRINIVASA: So the other way
20 doesn't work?
21 MR. DYSART: Well, I'm including
22 it in missed due dates also. I guess the danger
23 here is that the people that are responsible for
24 having the performance is Southwestern Bell, and
25 you don't want anyone to be -- to be able to

1 MR. NOLAND: This is Brian Noland
2 with Southwestern Bell.
3 MR. SRINIVASA: Is there anything
4 new that you want to add?
5 MR. NOLAND: Yes, it's new. Yes,
6 sir. It has to do with the ordering process.
7 Earlier we were talking about being able to
8 distinguish between business and residence class
9 of service. And that is an optional field on
10 the LSR, and there's no validation that's
11 performed on that. But it is -- it is possible
12 that it could be put on the LSR. It's not
13 required.
14 MR. SRINIVASA: Thank you.
15 MR. SAUDER: Can I make one more
16 comment? This is T.J. Sauder with Birch
17 Telecom. On the retail side, is there a similar
18 expedite order process?
19 MR. LOCUS: Yes.
20 MR. SAUDER: Is it included in the
21 measure, in the parity comparison?
22 MR. DYSART: Yes.
23 MS. NELSON: Is that optional in
24 terms of OBF or optional in terms of
25 Southwestern Bell? If a CLEC doesn't fill it

Page 110

Page 112

1 adversely impact the performance measurement.
2 And that's what requesting a longer due date
3 would be. Now, from our perspective, it's okay
4 to help the due date if you'd like. So from our
5 standpoint --
6 MR. SRINIVASA: Do they pay
7 premium to --
8 MR. DYSART: I don't know that. I
9 mean, people have said they do, and I don't
10 know.
11 MR. LOCUS: Randy -- this is John
12 Locus with Southwestern Bell -- part of our
13 reasoning for wanting to keep expedites in, is
14 if this measure truly reflects Southwestern
15 Bell's performance, it should include the
16 expedites. Those are orders that we're working
17 on to help facilitate the CLECs, and we're using
18 our resources on those orders. So we have
19 technicians assigned to put those expedites in
20 that could have been working other orders. So
21 there's no reason in our mind to throw these
22 orders out, when this really is a reflection of
23 our true performance from the CLECs.
24 MR. SRINIVASA: We have enough
25 information. Oh.

1 in, is it rejected?
2 MR. NOLAND: No. No, it's not
3 rejected.
4 MS. McCALL: Cindy McCall, MCI
5 WorldCom. Is that also true for xDSL-capable
6 loop orders?
7 MR. NOLAND: You mean to place a
8 class of service on there?
9 MS. McCALL: Yes, business or res.
10 MR. NOLAND: I would have to do
11 some checking, but I would think it would be. I
12 mean, I wouldn't see the difference between that
13 and any other type of service request.
14 MR. SRINIVASA: I think we'll take
15 up the xDSL-specific issues some other day.
16 MR. NOLAND: We'll take that.
17 MS. McCALL: That will be a
18 question I'll ask on Wednesday.
19 MS. HARTLINE: This is Rina and --
20 Rina Hartline with Birch Telecom. And I was
21 wondering as we're talking about excluding or
22 including or whatever the expedites, a
23 significant portion of orders in our case are
24 being -- we're checking the box for expedite, in
25 some cases on Southwestern Bell's instruction.

Page 113

1 Like, there might be something with a system
2 that doesn't flow through and won't process it.
3 So they ask us to check the expedite box. It
4 will drop out, and then they will process it.
5 So I think that maybe Marsha's, you know,
6 alternative suggestion that to report it as a
7 disaggregation, while difficult maybe in terms
8 of adding another basic measurement, I mean,
9 maybe that would help capture the performance
10 and alleviate Randy's concerns about taking it
11 out or not taking it out.

12 MR. SRINIVASA: Let me ask you
13 this. What percent of your total orders are in
14 that category, expedite? Is it mostly going to
15 be less than ten on a monthly basis?

16 MR. SAUDER: I don't have an exact
17 number, but there are large types of orders that
18 we place that they instruct us to expedite. So
19 it drops out immediately to the LSC so they can
20 handle it at that point to make sure it doesn't
21 flow through and cause any customer-affecting
22 problems.

23 MR. SRINIVASA: So in terms of
24 percentage-wise, if your total orders -- I'm not
25 asking how many, but percentage-wise what

Page 114

1 percent would be under that category of
2 expedite?

3 MR. SAUDER: I don't even know. I
4 don't have an exact number.

5 MS. NELSON: I think we're going
6 to need to wait until we're through all the
7 measures that -- I guess through PM 42. And
8 then everybody will have more of an idea in
9 terms of bottom line how many measures are
10 affected and in what ways they're affected. And
11 at that point maybe we can ask every party to --
12 sort of what their compromises could be.

13 MR. SRINIVASA: Okay. Moving on
14 to PM 28. Mr. Dysart, do you want to explain
15 any proposals, changes?

16 MR. DYSART: Right. PM 28, we
17 took a look at, I believe it was AT&T's
18 recommendation, and we talked about this I think
19 earlier. Currently this measurement is percent
20 POTS installations completed within five days or
21 three days. And what -- in several of these
22 type measurements, what had been recommended is
23 changing it to percent POTS installation
24 completed within the customer-requested due
25 date, assuming that the customer-requested due

Page 115

1 date is within a minimum time frame. So that's
2 basically what we've done here. We changed the
3 definition to say measure of orders completed
4 within the customer-requested due date when the
5 date -- that date is greater than or equal to
6 the offered interval. We exclude less than the
7 offered interval on the due date board. So
8 that's the expedites that we're talking about.

9 MR. SRINIVASA: So that's excluded
10 off the list?

11 MR. DYSART: Right.

12 MR. COWLISHAW: But we're not so
13 interested in reflecting that --

14 MR. DYSART: Yeah, I know. No
15 field work orders. They're excluded basically
16 ordered after -- that's kind of the same
17 business rule for the no field work if it's
18 before 3:00. It's kind of the reverse if you do
19 it before 3:00. If you do it after 3:00 and
20 request it the same day, it's an expedite and
21 it's excluded. And the next statement is the
22 same.

23 And then the -- we changed the
24 application correct. Instead of service order,
25 we have LSR. And as before, we have deleted

Page 116

1 this information down there -- general
2 information. I don't have a problem leaving
3 that in if that's a problem. It just kind of
4 clarifies on no field work when you can order
5 it.

6 We changed the calculation, count of
7 orders installed within the requested interval,
8 divided by the total number of orders within the
9 offered interval.

10 MS. NELSON: Could you go ahead
11 and just leave that other language in there,
12 make that change where that --

13 MR. DYSART: Sure.

14 MS. NELSON: Undelete that change
15 under business rules? I'm sure the
16 same --

17 MR. SAUDER: Would that -- we're
18 kind of reversing what it's going to --

19 MS. NELSON: This has nothing to
20 do with that. That --

21 MR. DYSART: It's just basically
22 telling you there are two types of orders.

23 MS. NELSON: You're putting that
24 in the mid-level document. And consistent with
25 AT&T's earlier comment, I think we decided not

Page 117

Page 119

1 to take that out of 27. So it would be
2 consistent to not take it out in 28.

3 MR. DYSART: Yeah. This piece in
4 this measurement, I know there's some concern
5 because it's kind of a reverse. Now, it's just
6 defining when the standard interval is for no
7 field work.

8 Then I got -- we said for measurement
9 type, Tier 1, Tier 2 high. But that is kind of
10 related to what we do with PM 29. If we keep PM
11 29 and PM 28, then we would go back to none on
12 Tier 1 and Tier 2 because it's sort of
13 duplicative.

14 Those are our changes. And obviously
15 we still have the UNE combination issue that
16 we've talked about.

17 MR. SRINIVASA: The clock starts
18 on the application date under the business rule.
19 Service order LSR, you need to make the same
20 change as the other one, right, slash --

21 MR. DYSART: Yeah. We can put
22 that same language in we did on 27.

23 MR. SRINIVASA: Service order,
24 parentheses, E, slash.

25 MR. DYSART: What was pointed out

1 order -- I mean, if the CLEC requests five days
2 and for some reason or another the firm order
3 confirmation returns a due date of the 6th day,
4 you don't get the due date you request on the
5 FOC, will this measure capture -- somehow hold
6 Southwestern Bell's performance to the date that
7 was requested by the CLEC as opposed to the date
8 it was returned on the FOC?

9 MR. DYSART: Like, I guess --

10 MR. COWLISHAW: As long as it was
11 a valid requested due date.

12 MR. DYSART: If it was a valid
13 requested due date and you used the due date
14 board, I'm not sure why we would ever return a
15 six-day interval. The only thing I could think
16 of in a situation like that is if it was
17 requested a five-day and the due date board was
18 six days and you didn't request the six days,
19 then it would be excludable.

20 MS. YEE: This is Grace with AT&T.
21 Just a follow-up question. Would the raw data
22 then capture anywhere the customer-requested due
23 date versus the firm order commitment date that
24 we got back?

25 MR. DYSART: Well, again, we're

Page 118

Page 120

1 is we -- sort of on the exclusions, instead of
2 looking at it excluding something greater, since
3 we're looking at customer-requested due date,
4 we're saying they can request anything greater
5 than the offered interval. And we're going to
6 count it in this measurement. So it is the
7 reverse.

8 MR. SAUDER: So in the business
9 rule, the data we just kept in there of how it's
10 captured is actually --

11 MR. DYSART: Well, what --

12 MR. SAUDER: -- everything that's
13 not within that, the way we just defined that?
14 Because that was -- that language is the same as
15 27, but in effect, what we're measuring is just
16 the opposite.

17 MR. DYSART: Right. This
18 language, I guess from the way I read it, it's
19 just defining what a same-day due date order is
20 and a next-day. It's just a definition for no
21 field work what would fall in those categories.
22 It doesn't relate to how the measurement is
23 done. It's just kind of a definition.

24 MR. COWLISHAW: Can I ask a
25 question? CLEC when they get a field work

1 proposing measurements that aren't implemented
2 yet. So to tell you what would be on the raw
3 data is a bit premature because we haven't
4 programmed this --

5 MS. YEE: Right, right.

6 MR. DYSART: But what is returned
7 on the FOC should be -- we should never change
8 that unless it's requested outside the standard
9 interval. And what's standard on these type of
10 POTS orders is what you receive from the due
11 date board. And typically these flow through.
12 So I'm not sure where you would be getting a lot
13 of FOCs that would be different.

14 MR. COWLISHAW: Well, some
15 of -- I mean, we have essentially the same
16 proposal being made for the parallel measures
17 for specials and for UNEs, and if we need to
18 defer some of this discussion to those, that may
19 be appropriate. I think one of the things
20 that's been attractive about this concept to
21 AT&T is it would be a way within more or less
22 the framework of the existing measures without
23 adding a measure like I think they have in
24 California of due date requested versus due
25 date -- percentage of due dates requested that

Page 121

Page 123

1 are granted.
2 If this measure is created and
3 implemented in a way that the commitment is
4 really to the CLEC-requested due date, as long
5 as the CLEC hasn't gone beneath, below the
6 standard interval, and that's really what the
7 performance is going to be held to, then for
8 whatever reason if the FOC comes back
9 different -- comes back with a later due date
10 and it's provisioned on that FOC due date, that
11 would still be a miss under this measure. And
12 it would be a way of getting at the performance
13 when the FOC requested -- the due date requested
14 is not the due date granted.

15 And so -- and I understand it hasn't
16 been implemented. But kind of the question is,
17 is whether that's the direction we're going.
18 Because if that's the direction we're going,
19 that helps to address an issue and makes this
20 more attractive.

21 MR. DYSART: This is Randy Dysart
22 with Southwestern Bell. The dilemma -- you
23 know, we talked about UNES. UNES is a standard
24 interval. So it's a little bit easier in that
25 case to say, okay, if it's requested beyond the

Page 122

1 standard interval for, like, 8dB loops three
2 days, there's a hard and fast number. With UNE
3 loop and port combinations and POTS resale,
4 there is no real standard interval, except for
5 no field work. And then it's pretty obvious
6 then, yes, that's the case if you request it
7 within those guidelines.

8 The problem with field work is it's off
9 the due date board, which is ever changing
10 hourly, depending on when you submit the
11 request. So the only -- the only way I would
12 know that a FOC would come back different than
13 the way you submit it is if for some reason that
14 was not a valid due date based on the FOC.

15 Now, the majority of the time we've
16 looked at this, the FOC does really not change
17 the due date. I mean, very few of these happen
18 in the situation you're describing. But if
19 you're describing if we return a FOC, then to my
20 knowledge, the only reason it would be returned
21 is because it's not an appropriate due date, and
22 it would not be included as of what we've
23 defined here.

24 MS. CHAMBERS: This is -- oh, go
25 ahead.

1 MR. SRINIVASA: Apparently what
2 you're saying, you keep referring to the
3 standard interval that's returned to the FOC.
4 Now, that standard interval of three days or,
5 what, five days, whatever, how is that
6 determined?

7 MR. DYSART: Well, if you're
8 talking about this -- this particular
9 measurement is based on a due date board, which
10 changes based upon the number of requests I've
11 seen that come in that --

12 MR. SRINIVASA: So it's not --

13 MR. DYSART: It's not static.

14 MR. SRINIVASA: So there is no
15 standard? So it is --

16 MR. DYSART: Right.

17 MR. SRINIVASA: -- dependent upon
18 what your work load is, and you keep changing
19 it?

20 MR. DYSART: That's correct.

21 MR. SRINIVASA: So because this is
22 a parity measure, you have similar change even
23 in your retail operation. That's what you're
24 saying?

25 MR. DYSART: Absolutely. That's

Page 124

1 right.

2 MR. SIEGEL: Can I ask a quick
3 question? If for UNE combo or resale -- if a
4 CLEC puts down a due date that's not on the due
5 date board, would they still get a FOC with a
6 different date, or would they get an error back?

7 MR. DYSART: Well, if it flows
8 through, they're going to get the date they
9 asked for, predominantly. And I'll have to ask
10 the LSC what happens if it falls out.

11 MR. NOLAND: I'm sorry. Howard,
12 could you repeat that question?

13 MR. SIEGEL: Yes. If it's a UNE-P
14 combination and I put down a due date that's not
15 available in the due date board, I was thinking
16 I would get an error back as opposed to a FOC
17 with a different time. And I just didn't know
18 which was correct.

19 MR. NOLAND: No. There's no edit
20 in there for a check against that due date
21 board, well, yeah, unless it's the day or
22 earlier and there is a validation on that. Now,
23 I want to clear up -- y'all, I stand corrected
24 on what I said earlier. That is a required
25 field that we talked about. So we didn't -- we

Page 125

Page 127

1 got the LSOR back there and checked it. It's
2 Field 38 type of service. But there are certain
3 conditions where it is required. So my mistake
4 on that.
5 MR. SRINIVASA: You were trying to
6 state something, and I had asked Randy. Can you
7 continue on what you were saying?
8 MS. CHAMBERS: Well,
9 actually -- Julie Chambers with AT&T -- this was
10 somewhat along Howard's question. I know -- I
11 think there's a concern that -- with -- as
12 capacity increases -- I mean, we have seen this
13 issue occur in the UNE -- just the UNE loop
14 world for sure, where a FOC is returned with a
15 different date. And I do think it's important
16 to make sure that we're capturing the
17 customer-requested due date rather than the date
18 that Southwestern Bell has available, if it is a
19 valid due date per the rules that have been, you
20 know, laid out for that particular type of
21 order.
22 MR. DYSART: Well -- this is Randy
23 Dysart -- in UNE it's pretty easy. I think we
24 can agree on UNE fairly straightforward. The
25 problem with this one is there is no standard

1 five business days for field work and three
2 business days for no field work?
3 MS. CHAMBERS: I'm sorry, Nara.
4 I'm not sure -- I'm not following.
5 MR. SRINIVASA: I'm trying to find
6 out, you know, in the definitions the language
7 that's struck, you know, the five business,
8 modifying -- I'm trying to just get some
9 feedback -- measure of orders completed within
10 the customer-requested due date, when that date
11 is greater than or equal to five business days
12 for field work orders and three business days
13 for no field work orders.
14 MS. CHAMBERS: Right. But I
15 think -- Julie Chambers with AT&T. I mean,
16 those aren't real intervals, I mean, because you
17 can select same-day due date for a UNE
18 combination order. And also as -- if you --
19 previously if you requested a date greater than
20 that standard laid out in this rule, then it
21 wasn't captured at all.
22 MR. SRINIVASA: Oh, it wasn't
23 captured -- oh, okay. Because it's stated that
24 within the five day, if it was greater, it
25 wasn't captured?

Page 126

Page 128

1 interval for a POTS measurement. It's based on
2 the due date board that you -- you have access
3 to the same as what Southwestern Bell does. So
4 it's hard to say, okay, you can't request one
5 earlier than three days, earlier than two days.
6 There may be days you can do that. There may be
7 days that you can't. So that's the problem that
8 we're dealing with here, is that there is no
9 hard and fast date that you can't request. It's
10 just dependent upon the due date board at that
11 time.
12 MS. NELSON: Right. What you're
13 saying is a customer-requested due -- there are
14 parameters, but the parameters are whatever the
15 due date board says?
16 MR. DYSART: Correct.
17 MS. NELSON: But they change from
18 time to time, so you can't set it out somewhere
19 in writing --
20 MR. DYSART: Right.
21 MS. NELSON: -- as, you know...
22 MR. SRINIVASA: Apparently you're
23 trying -- what's wrong with measure of orders
24 completed within customer-requested due date,
25 when that due date is greater than or equal to

1 MS. CHAMBERS: Exactly. And
2 sometimes customers would request a due date,
3 you know, based on their schedule, which is
4 different than this interval.
5 MR. SRINIVASA: Well, when you
6 request a due date for one day, say, for
7 example, UNE combo, that's still within the
8 interval?
9 MS. CHAMBERS: Yes.
10 MR. SRINIVASA: That's not an
11 expedited?
12 MS. CHAMBERS: No.
13 MR. DYSART: If it's no field work
14 and before 3 o'clock, that is correct.
15 MR. SRINIVASA: If it's no field
16 work and --
17 MR. DYSART: Before 3 o'clock.
18 MR. SRINIVASA: -- under the same
19 business day?
20 MR. DYSART: Yeah. We don't have
21 an issue, I don't think, with no field work,
22 because there's a standard. But it's the field
23 work that's the dilemma for us as to how to
24 actually implement this.
25 MR. COWLISHAW: I guess my

Page 129

1 question was the way the definition reads is I
2 think consistent with -- in this aspect of this,
3 the AT&T proposal that the measure would be
4 driven off the customer-requested due date, so
5 as long as it's an appropriately requested due
6 date.
7 The question I was trying to get at is
8 whether there in fact can be a way to measure
9 off of the customer-requested due date rather
10 than the due date that comes back on the FOC.
11 Because the way the percent missed due date
12 measure is done currently, to my understanding,
13 it's based on comparing the FOC due date to
14 what's ultimately on the service order
15 completion. And my question is really whether
16 this measure can be set up in a way so that
17 we're really comparing not the FOC to the
18 service order completion, but what the customer
19 puts as its requested due date on the LSR. And
20 obviously you'll exclude those that you should
21 exclude, consistent with the appropriate
22 exclusion, but it would be driven off of what
23 the customer puts on the LSR and comparing that
24 to what's provisioned.
25 MR. SRINIVASA: So it's got to be

Page 130

1 a valid date. Right? When you say valid, it
2 means you are looking up at the due date board,
3 and within that range you're picking it up.
4 Right?
5 MS. CHAMBERS: Yes.
6 MS. NELSON: How would you track
7 that?
8 MR. SRINIVASA: So when you say
9 valid, is there an invalid due date? The
10 question comes up, can a CLEC enter an invalid
11 due date?
12 MS. CHAMBERS: And this is a
13 question that was just answered, I think. If it
14 flows through, Randy said that then you would
15 not -- I mean, you would not ever receive a
16 different FOC date than what is on the order?
17 MR. DYSART: That's my
18 understanding, no, you won't.
19 MS. CHAMBERS: Even for field work
20 required?
21 MR. DYSART: That's correct.
22 MS. CHAMBERS: Okay. If the due
23 date -- when you look at the due date -- the
24 CLEC looks at the due date and selects the due
25 date, and by the time it gets to Southwestern

Page 131

1 Bell, that due date has been, you know, full
2 because of other CLEC requests and Southwestern
3 Bell retail requests, then what happens?
4 MR. DYSART: Could you run that by
5 me one more time?
6 MS. CHAMBERS: Okay. If a CLEC
7 looks at the due date when they're actually
8 requesting the due date -- looks at the due date
9 board, excuse me, and requests a due data is
10 presented on the due date board as a valid due
11 date, puts that on the order and the order flows
12 through to Southwestern Bell, but yet at that
13 point that due date has already been filled up
14 with appointments, even the fact that other
15 CLECs have requested the same due date or Bell
16 has requested the same due date, what happens at
17 that point?
18 MR. DYSART: Well, if it flows
19 through to distribution, you won't get a change.
20 It will come back FOC the same day that you
21 requested.
22 MS. CHAMBERS: If it doesn't flow
23 through -- I'm just clarifying because I'm just
24 making sure I understand what happens. If it
25 doesn't flow through and falls out to the LSC

Page 132

1 and they look at the due date board, then what
2 happens?
3 MR. DYSART: Then it potentially
4 could change.
5 MS. CHAMBERS: The FOC date could
6 change?
7 MR. DYSART: That's my
8 understanding.
9 MR. NOLAND: That's correct, yeah.
10 And I guess -- I just want to understand what
11 the -- this is Brian Noland again. I'm sorry.
12 I just want to understand, Julie, what it was
13 that you-all were -- I mean, the situation, was
14 it post-FOC? Is that what we're talking about?
15 MS. YEE: FOC itself.
16 MR. NOLAND: During the ordering
17 process? Okay. Yeah. It's possible that it
18 could be sent back with a change for -- request
19 for change in due date at that point in time.
20 MS. CHAMBERS: Okay. That was my
21 understanding, but I was hearing --
22 MR. NOLAND: But that would be the
23 same on the retail side as well. I mean, that
24 instance comes up on their side as well when the
25 FOC -- or when the board fills up and there's a

Page 133

1 need to have a change in due date.
2 MS. YEE: This is Grace. To
3 Donna's question about how it might be captured,
4 Randy, the reason I was suggesting the raw data
5 would be an example of the standard interval
6 being three days if a CLEC had requested three
7 days plus as the customer-requested due date.
8 There would be a field to capture that three-day
9 request and then another field to capture what
10 FOC Southwestern Bell had actually returned to
11 us, which would hopefully address the way you've
12 defined it, that the customer-requested due date
13 was what it was. And then we can also see that
14 it was -- what was returned.
15 MR. DYSART: Right. If there's a
16 standard interval, we're -- we're talking the
17 same thing.
18 MS. YEE: Okay.
19 MR. DYSART: But now we don't have
20 a standard interval for field work.
21 MS. NELSON: Right.
22 MR. DYSART: It's not an issue
23 that we disagree. It's an issue of -- it's
24 difficult in Pat's analogy -- if we returned it
25 because it wasn't a valid due date and we

Page 134

1 returned a different FOC, then a way we -- this
2 measurement is written, that would be excluded.
3 MS. CHAMBERS: But on that last
4 point you stated, it is a valid due date based
5 on the due date board at the time the
6 customer -- I mean, the CLEC actually requests
7 that due date, and we could receive a different
8 date back on the FOC. I mean, that's what was
9 just confirmed. So what we're trying to do is
10 actually in those instances use the
11 customer-requested date as the guideline rather
12 than --
13 MR. SRINIVASA: That means you
14 missed it if you FOC'd a different due date than
15 what they requested because it fell out in the
16 LSC and then you found out there was a large
17 amount of retail order that you had to process;
18 and therefore, the due date has to change.
19 MR. DYSART: Can I take this back
20 to our little group here at break, and let's see
21 what we --
22 MS. NELSON: And I guess the
23 question I would have is what percentage of time
24 that would happen and then also what the cause
25 of it would be, why you would have a due date

Page 135

1 and then the order goes back in and you get a
2 different due date.
3 MR. SRINIVASA: How many times
4 have you experienced -- I don't know.
5 MS. CHAMBERS: I think that --
6 MR. DYSART: Well, I mean, I can
7 give you an example. And you may never do this.
8 So don't take offense at it. I'm not trying
9 to -- but if you send an order in and it gets
10 rejected back and you don't go back to the due
11 date board again and it falls out, I mean, you
12 could have requested it and it went outside the
13 due date if you didn't go back to the due date
14 board again. Now, they may never do that.
15 That's one example that could happen.
16 MS. CHAMBERS: And this is
17 proposed based on utilizing the due date board
18 to select the requested due date.
19 MR. SRINIVASA: So --
20 MS. CHAMBERS: But we can talk
21 about that.
22 MS. NELSON: Okay. Southwestern
23 Bell will get back with us.
24 MR. DYSART: Right. I'd like to
25 take it back.

Page 136

1 MS. BOURIANOFF: Your Honor, can I
2 ask one other question if they're going to take
3 something back? And this is -- I just don't
4 think it's phrased quite right. In the
5 calculation they say the denominator is the
6 total number of orders within the offered
7 interval. And since we're changing the way the
8 measurement works, I don't think within the
9 offered interval is really what you mean there.
10 MR. DYSART: No. It should be --
11 say something about the minimum interval. Yeah,
12 we -- greater than the minimum interval or --
13 no. Total number of orders --
14 MR. GUNTLI: Whatever you've got
15 in the definition.
16 MR. DYSART: "Greater than the
17 offered interval."
18 MR. COWLISHAW: "Total number of
19 orders not subject to exclusion?"
20 MR. DYSART: I'm fine with that.
21 MR. SRINIVASA: Well, "total
22 number of orders not" --
23 MR. DYSART: "Not subject to
24 exclusion." And in the exclusions we've got
25 what falls outside. I'm fine with that.

Page 137

1 MR. SRINIVASA: Again, you're
2 excluding something -- an expedited order is
3 excluded in here?
4 MR. DYSART: Yes.
5 MR. SRINIVASA: And it is excluded
6 in average installation interval also? It's not
7 captured anywhere?
8 MR. DYSART: Well, that was one
9 proposal, that it would be excluded from average
10 installation --
11 MR. SRINIVASA: So the reason why
12 it is excluded, should we have a separate
13 measure to track that then, you know, if it is
14 not included in any of the measures?
15 MR. DYSART: I'd prefer not to
16 have a separate measure for expedites.
17 MR. SRINIVASA: So if it is, how
18 would you capture the performance for those? I
19 mean, include that in the average or average
20 some out -- I don't know how -- whether you met
21 that expedited or --
22 MR. DYSART: Well, I think you
23 could do it two ways -- or one way. There's one
24 way I think you could do it. I believe, as John
25 pointed out, that it is a measure of our

Page 138

1 performance. So I think it should be in 27.
2 And then if we commit to it, I believe we ought
3 to be -- it should be in missed due dates. So
4 maybe that's where --
5 MR. SRINIVASA: In 28 you need to
6 change something?
7 MR. DYSART: Maybe in 29. I'm
8 sorry. 29, which we may have to change our
9 original proposal now that -- if we include
10 expedites.
11 MR. LOCUS: Well, Randy, maybe it
12 could be included in 28 if Southwestern Bell
13 accepts the date.
14 MR. SRINIVASA: Right. You may
15 not accept the expedited request.
16 MR. LOCUS: If you accept the
17 date, then it would be a C -- a
18 customer-requested due date that was accepted
19 and we ought to get measured on.
20 MR. DYSART: Well, that's true.
21 Maybe you could include it in that also.
22 MR. LOCUS: And then it would be
23 all captured in that one measure. So it would
24 be all the customer-requested due dates in that
25 one measure. I think the key is, though, from

Page 139

1 Southwestern Bell's perspective, we want to not
2 count those shorter than the intervals that we
3 can't commit to.
4 MS. NELSON: So could you say it
5 was in the customer-requested due date when that
6 date has been accepted by Southwestern Bell or
7 is greater than --
8 MR. DYSART: Right, yeah. So then
9 it would include both categories.
10 MS. NELSON: Right.
11 MR. SRINIVASA: And also write
12 out, you know, percent POTS installation. I
13 don't think it's just for -- you may want to --
14 is it UNE-P and POTS?
15 MR. DYSART: Well, it is, yeah.
16 And I think that's something we -- POTS and
17 UNE-P.
18 MR. SRINIVASA: POTS, slash,
19 UNE-P.
20 MS. CHAMBERS: Julie Chambers with
21 AT&T. Donna, I'm not sure on that last change
22 about "has been accepted by Southwestern Bell."
23 I mean, that could be interpreted to mean
24 that, you know, the issue that we were just
25 discussing, which we have an agreement on for

Page 140

1 field work, would not be included, you know, if
2 you got a different FOC date.
3 MS. NELSON: You could say "within
4 the customer-requested due date when that date
5 is greater than or equal to the offered interval
6 or," comma, "if" --
7 MR. SRINIVASA: An expedited
8 request is accepted.
9 MS. NELSON: Right, yes.
10 MS. CHAMBERS: Thank you.
11 MR. SRINIVASA: "Has been accepted
12 by Southwestern Bell," you need to strike that.
13 MS. NELSON: Well, he can move it.
14 MR. SRINIVASA: Move that, yeah.
15 Start with "or."
16 MS. NELSON: Comma, "if
17 expedited."
18 MR. SRINIVASA: "If expedited
19 requests have been accepted by Southwestern
20 Bell."
21 MR. SAUDER: This is T.J. Sauder
22 with Birch Telecom. What number is going to be
23 used to measure the exception that we just added
24 on there? How is -- I was just wondering how
25 this performance measure is going to be applied.

Page 141

Page 143

1 Are you going to use the CLEC-requested due
2 date, or is that going to be -- I mean, how are
3 you going to determine when Southwestern Bell
4 has accepted it?

5 MR. DYSART: Well --

6 MR. SAUDER: You're going to be
7 grabbing it from two different fields. So it's
8 going to skew --

9 MR. DYSART: Well, I guess -- I
10 believe if you request an expedite, you have to
11 mark that on the LSR. So if it's an expedite
12 and we return the FOC on the date you wanted,
13 then it would be included in there, because
14 we're having to commit to that date. And if we
15 commit to it, we should be held responsible for
16 that, regardless of what it --

17 MR. SAUDER: So the exclusions
18 would be if it was an expedited order that the
19 due date was not accepted or --

20 MR. DYSART: Correct. If we
21 accept it, then we should -- it should be in
22 this measure.

23 MR. SAUDER: Do we need to add an
24 exclusion for that, or is that statement
25 covered?

1 know, I don't necessarily have a problem with
2 it. It might be hard to code, but it has merit.

3 MR. SRINIVASA: That's what you're
4 proposing? You're proposing you eliminate it if
5 you accept it?

6 MS. NELSON: You have to have the
7 same language after no field work.

8 (Simultaneous discussion)

9 MR. DYSART: Well, I'd like to --

10 (Brief pause)

11 MR. GUNTLI: Go ahead. I'll fix
12 it.

13 MR. SRINIVASA: Okay. There's
14 another bullet point that you need to --

15 MR. GUNTLI: Yeah, I know. We can
16 go on. I'll get it added.

17 MR. SRINIVASA: Your calculations
18 change.

19 MR. DYSART: Right.

20 MR. SRINIVASA: And you still have
21 the same issue that we're going to take up for
22 the AT&T UNE combo --

23 MR. DYSART: Right.

24 MR. SRINIVASA: Tier 1 and Tier 2,
25 is that what you're proposing, that it should be

Page 142

Page 144

1 MR. SRINIVASA: I don't think --
2 excludes customer-requested due dates less than
3 the offered interval --

4 MR. DYSART: Well, maybe you need
5 it less than the offered interval on the due
6 date board unless an expedite is accepted by
7 someone.

8 MR. COWLISHAW: You probably need
9 to do that after both the field work and no
10 field work.

11 MR. DYSART: Probably so.

12 MR. SIEGEL: Let me ask a question
13 on that. Is it appropriate to exclude those, or
14 in those situations you trigger off a FOC date
15 as opposed to the requested date? I mean, it
16 seems like there's still no reason not to at
17 least measure by the FOC date.

18 MR. DYSART: Okay. What -- this
19 is Randy Dysart with Southwestern Bell. So what
20 really you're proposing, Howard, is combining 28
21 and 29 together.

22 MR. COWLISHAW: List --

23 MR. DYSART: Actually, I kind of
24 like that idea. I don't have a problem with
25 that, because if we FOC back the date -- you

1 high --

2 MR. DYSART: If we can combine 28
3 and 29, then, yes, I would think it should be
4 high and high. If we don't, then it probably
5 shouldn't be -- it should be none.

6 MR. SRINIVASA: Okay. You are
7 going to be -- the next bullet that you add,
8 isn't that something that you were going to
9 capture -- oh, that's not the exclusion. But in
10 here, "percent installation completed within
11 customer-requested due date" --

12 MR. DYSART: Right.

13 MR. SRINIVASA: What is it that's
14 not captured that's already not there in 29?

15 MR. DYSART: I guess -- the only
16 thing that I can think of that's not captured is
17 exactly what Howard had mentioned, was that if
18 we -- if it's -- if we returned -- if it's an
19 expedite and we don't accept it and we return a
20 FOC after the expedite, that's not in here.
21 Now, it would seem to me that we ought to be
22 able to put it in there and have one measurement
23 that encompassed CDD. And for those expedites
24 that we don't accept, it would include the FOCs
25 that -- the FOC date. So that would encompass

Page 145

Page 147

1 every --
2 MR. COWLISHAW: But the only
3 orders that would be measured off of the FOC
4 date would be --
5 MR. DYSART: Expedites.
6 MR. COWLISHAW: -- requested
7 expedites that were not granted.
8 MR. DYSART: Correct.
9 MR. SIEGEL: Or just -- improper
10 due date was put down, whether it -- so I
11 guess -- I mean --
12 MR. DYSART: Right.
13 MR. SIEGEL: Yeah. I guess that
14 would be the --
15 MR. DYSART: It would be the rest
16 of them. And that, you know, is a small amount,
17 I believe. I don't believe it's a
18 significant -- a huge amount that are returned
19 that way.
20 MR. SRINIVASA: Okay. You're
21 going to state that somewhere, the definition
22 that it is captured? We've got all the things
23 in the exclusions.
24 MR. DYSART: Can I take this back
25 and let me work on that thought, rather than --

1 MR. DYSART: We'll take a shot at
2 it.
3 MR. COWLISHAW: People are pretty
4 used to hearing that we have a missed due date.
5 MS. NELSON: What he's saying is
6 you talk to your people and we --
7 MR. DYSART: He'll talk to his,
8 and we'll all get together. All right. I get
9 it.
10 MR. SAUDER: This is T.J. Sauder
11 with Birch Telecom. You think there might be an
12 interest, then, in moving 27 to a percentage so
13 it's -- 27 is everything requested within a
14 certain time frame; 28 is everything requested
15 beyond that time frame? Would it be helpful to
16 change that to a percentage instead of an
17 average?
18 MR. DYSART: This is Randy Dysart.
19 I really don't think so, because the one
20 captures the average, which tells you one piece
21 of information. This gives you the other piece
22 or percentage.
23 MR. SAUDER: But they're two
24 different data sets.
25 MR. DYSART: That's true.

Page 146

Page 148

1 MR. SRINIVASA: Right.
2 MR. DYSART: As long as we have
3 agreement that that would work, though, if we
4 did it that way.
5 MR. COWLISHAW: Putting in that
6 category of --
7 MR. DYSART: Yeah, if we could
8 make this where include CDD -- the
9 customer-requested due date in those cases
10 where, for whatever reason, it's an expedite and
11 it's not included, we could put that in there
12 or if it's an improper due date and we FOC'd it
13 back, that would go in there. If I can work
14 that all into this measurement, would that be
15 acceptable? And then we could eliminate 29?
16 Because really 28 encompasses everything.
17 MR. COWLISHAW: I think it's
18 really capturing what should be in missed due
19 date. Plus we're really keying off of the
20 customer-requested due date.
21 MR. DYSART: Let's take a crack
22 shot at it.
23 MR. COWLISHAW: Let's look at it.
24 We probably ought to socialize it around as
25 well.

1 MR. SAUDER: So this would be
2 capturing everything that's provisioned. The
3 first one is going to be everything within the
4 requested -- within the five days or the next
5 due date?
6 MR. SRINIVASA: The average.
7 MR. SAUDER: The average. 27 does
8 right now. But this one takes a percentage of
9 what -- of the due dates that are met. Should
10 they be -- should 27 be a percent as well?
11 MR. DYSART: I really don't see
12 what that does for you exactly.
13 MR. SAUDER: It would allow you to
14 see a percentage -- obviously, a percentage of
15 due dates that are met in both time frames,
16 because right now if you see an average in
17 percentage, it doesn't tell you about the whole.
18 MS. NELSON: But there's an
19 overlap between the two that's not assumed
20 within your example.
21 MR. SAUDER: Of the expedited
22 orders, is that the only overlap?
23 MS. NELSON: Actually, the overlap
24 is from the due date through the end of the
25 requested due dates.

Page 149

Page 151

1 MR. SIEGEL: 28 includes early,
2 late and standard.
3 MS. NELSON: Right.
4 MR. SIEGEL: So all three
5 horizons.
6 MS. NELSON: Right. And 27
7 includes --
8 MR. SAUDER: 28 includes the
9 standard intervals as well?
10 MS. NELSON: Right.
11 MR. COWLISHAW: 28 is going to be
12 everything if he gets it defined the way he's
13 talking about. What you no longer have is for
14 that subset of orders that requested exactly the
15 standard interval, what percentage were met.
16 That's what you'd be doing away with in this --
17 in this discussion.
18 Can I ask one other question about
19 this? Will these -- under the way 28 is
20 envisioned, customer-requested due dates, does
21 28 pick up LSR, customer requests due date, call
22 it two days? It's a valid due date. Due date
23 is missed, order is cancelled and never
24 completed. That is the universe of things that
25 are currently supposed to be captured in PM 34.

1 tomorrow and it doesn't close until June or it
2 doesn't close at all, then that will not be
3 captured in this measure in the certain time
4 frame it was requested. But if we change it to
5 where the stop date is tomorrow, because that's
6 the due date, then we would catch that this
7 month. Is that what you're --
8 MR. SIEGEL: Cancelled or
9 completed after the due date.
10 MR. DYSART: All of our systems
11 are based upon completions and posting to the
12 database. So I -- I can't do that the way we do
13 it today. We would set up a separate system
14 that would go in and count these occurrences
15 that it's a cancelled, but it's not our normal
16 maintenance and provisioning data collection
17 process. It's based on when things are
18 finished.
19 MR. SRINIVASA: Well, are you
20 trying to say because they didn't meet due date,
21 therefore it got cancelled? I don't know if --
22 MR. SAUDER: Then there's also the
23 point when you get to the end of the month where
24 if it hasn't -- if that due date is the end of
25 the month and it doesn't complete till the

Page 150

Page 152

1 By running this off of the customer-requested
2 due date, will we be able to pick up those
3 missed customer-requested due dates that never
4 get completed as opposed to just those that are
5 late completed?
6 MR. DYSART: No. Still it's going
7 to be based on a completion. So it has to
8 complete.
9 MR. SRINIVASA: So if it's
10 cancelled, it's not complete and the
11 installation couldn't take place.
12 MR. COWLISHAW: Well, no, but it's
13 potentially worse than -- for the performance
14 standard, what we're trying to capture, due
15 date --
16 MR. SRINIVASA: But they're
17 cancelled orders. Maybe that's what you mean.
18 You know, it wasn't measured, something --
19 MR. COWLISHAW: Right. And that's
20 what I was trying to see, whether we could get
21 that in here and eliminate the need for that.
22 MR. SAUDER: So I think maybe we
23 should change the stop time to the due date as
24 the stop time instead of when the order actually
25 completes. So if I requested the due date to be

1 middle of the next month, it's not going to be
2 until that next month's data that that order is
3 captured in the performance measurement.
4 MS. CHAMBERS: This is Julie
5 Chambers with AT&T. And to Pat's point, it is a
6 significant concern, because often that might be
7 the reason the customer cancels the order. I
8 mean, you miss the due date, that's the -- you
9 know, one of the biggest impacting issues that a
10 customer faces. And we saw that 34 was being
11 proposed to be eliminated. I think it was.
12 Yeah. And so --
13 MR. SRINIVASA: We haven't gone
14 there yet.
15 MS. CHAMBERS: Right. But in the
16 interest of if it did capture -- if it is the
17 customer-requested due date and not -- and not
18 based on completion but based on that
19 customer-committed due date --
20 MR. SRINIVASA: Well, the problem
21 isn't cancellation maybe because they didn't
22 meet the due date. The cancellation may be due
23 to some other reason. It may not be --
24 MR. COWLISHAW: But if the
25 cancellation occurs after they miss the due

Page 153

Page 155

1 date, why should that transaction be excluded
2 from the missed due date measure? They missed
3 the due date. I mean, that's the definition of
4 34. And it -- and I don't -- I mean, maybe
5 there's a development issue, and maybe there's a
6 way to just manually pour in the 34 results into
7 28 and make it a single measure. But that was
8 the question.

9 MS. NELSON: Are you going to look
10 at this and get back to us?

11 MR. DYSART: I can.

12 MS. NELSON: Okay. If you would
13 do that. I think the court reporters need to
14 change out right now. So if we could take a
15 break at this point for ten minutes. Let's just
16 say 15 minutes and come back at ten to 3:00.
17 Thank you.

18 (Recess: 2:35 p.m. to 2:55 p.m.)

19 JUDGE NELSON: Okay. Let's go
20 back on the record. Would you please be seated?

21 JUDGE SRINIVASA: Okay. 28 and
22 29, we were discussing that today together.

23 JUDGE NELSON: Moving right along.

24 JUDGE SRINIVASA: Right along.

25 And 28 you're going to come back with some

1 reconcile data on this measure. I guess just in
2 terms of the theoretical of the business rule
3 and the way the business rules are stated, I
4 wouldn't have a reason to disagree that missed
5 due dates that are due to lack of facilities are
6 subject to reporting under PM 29, the missed due
7 date measure as it's currently defined.

8 The issue is one of whether it's
9 valuable to separate out whether CLECs are
10 being -- finding themselves in any disadvantage
11 or desperate treatment in terms of the frequency
12 with which their orders come back with a lack of
13 facilities. These should be very comparable
14 facilities, and there should be no reason why
15 CLECs would get a lack of facilities assignment
16 any more often than Southwestern Bell retail.
17 So --

18 JUDGE SRINIVASA: There is no
19 exclusion now -- say, for example, they miss a
20 due date due to lack of facilities. It's not
21 excluded from the other measure, 28. It's still
22 there.

23 MR. COWLISHAW: I think -- there
24 is no such exclusion. I agree with that.

25 JUDGE SRINIVASA: Yeah. Is this

Page 154

Page 156

1 language, also, so 29 in that context is going
2 to be eliminated if that proposed language is
3 going to be accepted.

4 MR. DYSART: Right.

5 JUDGE SRINIVASA: 30. Mr. Dysart,
6 I see that again you're proposing to eliminate
7 that. Can you explain why?

8 MR. DYSART: Yes. The reason we
9 wanted to eliminate that was because with the
10 way Measurement 29 -- or 28 and 29 together, it
11 would include missed due dates due to lack of
12 facilities. So we need to -- it's already
13 included in that one, so we didn't want to
14 duplicate it in 30.

15 JUDGE SRINIVASA: The CLECs are
16 not stating that it should be. Apparently none
17 of the CLECs have proposed that it should be
18 eliminated.

19 MR. COWLISHAW: No.

20 JUDGE SRINIVASA: Are you in
21 agreement with what Mr. Dysart stated, that the
22 performance that's captured under this measure
23 is already there under 28 -- 27 and 28?

24 MR. COWLISHAW: Well, I don't know
25 that our companies have had a chance to

1 for diagnostic purposes you wanted that, how
2 many, or due to lack of facilities? Right now
3 it is Tier 1 low measure.

4 MS. CHAMBERS: This is Julie
5 Chambers with AT&T. I think depending on how 28
6 and 29 really shape up, you know, we can
7 consider this. And I think to your point, Nara,
8 it might be beneficial as a diagnostic tool.
9 And whether or not it could be eliminated, then,
10 six months down the road might be another option
11 as well. You know, I think we just kind of need
12 to let -- all of these are so interrelated, that
13 you kind of need to let it sink in about what
14 are the consequences of eliminating a particular
15 measure.

16 JUDGE SRINIVASA: So, Mr. Dysart,
17 if Tier 1 low is meant Tier 1 none and is kept
18 as a diagnostic measure, at least for the next
19 six months, to see if indeed we need to
20 eliminate that.

21 MR. DYSART: I would be in
22 agreement with that.

23 MS. KRABILL: Nancy Krabill with
24 NEXTLINK. I was wanting to have a discussion
25 about this measure when we got to the facilities

Page 157

1 based stuff. I guess just in principle -- I'm
2 not sure if it's different for UNE-P than it is
3 for facilities based. But this is -- I think
4 Randy said earlier that 60 percent of the missed
5 installs are due to lack of facilities. This is
6 a very hot issue for NEXTLINK, and I don't
7 know -- I just want to make sure whatever we do
8 here doesn't affect what we do --

9 JUDGE SRINIVASA: This is for 30.

10 This is UNE-P and POTS.

11 MS. KRABILL: Right. But why
12 would it be different?

13 MR. DYSART: What I said before
14 was 60 percent of UNE -- was DSL due to missed
15 due dates.

16 MS. KRABILL: Thanks. Just so
17 what we do here doesn't affect what we do --

18 JUDGE SRINIVASA: Well, when we
19 get to that measure, we're going to take that
20 up. There's a similar measure there also for
21 the --

22 MS. KRABILL: Right.

23 JUDGE SRINIVASA: For PM 30 should
24 be eliminated or not, that was the issue.

25 Southwestern Bell proposed to eliminate it, and

Page 158

1 what AT&T said is maybe we need to keep this as
2 a diagnostic measure, and that's what I was
3 asking Randy. If we make this diagnostic --
4 right now it's a Tier 1 low. So it becomes
5 none. At least for the next six months, if we
6 collect this as diagnostic and if there's no
7 data, that may be subject to elimination at a
8 later date.

9 JUDGE NELSON: But couldn't we
10 just right now leave it where Southwestern Bell
11 is going to come to us on 28 and 29, and once we
12 have that entire package, we review whether or
13 not it could be eliminated?

14 MS. CHAMBERS: And this is Julie
15 with AT&T. I didn't mean to mislead that we had
16 any certain direction. I agree. I think that
17 we need to think about the impact, especially in
18 light of DSL and potentially, you know, UNE-P
19 access to the high frequency portion of the
20 loop, and things like that are affecting, you
21 know, lack of facilities. If they are
22 experiencing that today for -- you know, a high
23 percentage of DSL orders are missed due to lack
24 of facilities, I think it's something we need to
25 keep in mind. So I would agree to come back.

Page 159

1 Let us think about it.

2 JUDGE SRINIVASA: The Tier 1
3 designation, either way, you know, because it's
4 already captured in another performance right
5 now -- Tier 1 right now is a low. One of the
6 things that we said that we were going to look
7 at is whether high, medium, or low designations
8 should be changed. I think this is one of those
9 that Tier 1 low -- because the performance is
10 already captured somewhere else, do we want that
11 twice? Of course, whether we eliminate the
12 measure or not, we're going to come back and
13 review that.

14 MS. KRABILL: May I ask a
15 question? This is Nancy Krabill with NEXTLINK.
16 I was wondering if the customer never -- if the
17 customer placed an order and there was a lack of
18 facilities such that the order never got
19 completed -- it just could never be completed,
20 would it still be captured in 28? 28 is missed
21 installations. And there would never be an
22 installation.

23 JUDGE SRINIVASA: Well, this is
24 UNE-P and resale.

25 MS. KRABILL: It would still be --

Page 160

1 JUDGE SRINIVASA: If it is a new
2 UNE-P, do you have lack of facilities, a
3 brand-new UNE loop and port combination?

4 MR. DYSART: Randy Dysart,
5 Southwestern Bell. I think you could probably
6 have lack of facilities, but it's not that you
7 would never -- it's not a situation just on a
8 normal loop and port. I would think that it
9 would never complete. I mean --

10 MS. KRABILL: What if we just
11 don't have facilities at all in a certain
12 location? They're out.

13 JUDGE SRINIVASA: For example,
14 new. If it's existing, it's there.

15 MS. KRABILL: Right.

16 MR. DYSART: I guess that's still
17 confusing to me, because I don't know of many
18 customers who have homes that you can't have
19 some facilities there, I mean, if there's
20 service going into most houses. So I guess if
21 it was an additional line, potentially you can
22 have a lack of facility issue. But I'm not
23 aware of anything that would prevent something
24 from ultimately completing, but --

25 MS. CHAMBERS: This is Julie

Page 161

Page 163

1 Chambers with AT&T. I do know -- it's in the
2 example that Randy mentioned. It's been where
3 an additional line has been -- lack of
4 facilities, and therefore has been out greater
5 than 30 days. I don't know that it was never
6 completed, but I know that it's been a
7 significant time in order to get the facilities
8 at that location.

9 MR. DYSART: Right. And that's
10 the same as it is in the Southwestern Bell
11 retail. There's really no difference. But I
12 guess, Nancy, to go back to your question,
13 whether it's in 28 or 30, it's got to complete
14 to show up in a performance measure. So your
15 condition -- if, for example, it never
16 completed -- and I don't know of any case that
17 that would happen -- it would never be in any of
18 these measures.

19 MS. KRABILL: It would not be in
20 the existing 30 either?

21 MR. DYSART: No.

22 JUDGE SRINIVASA: For the 12
23 months, your reports for residence about 6.4
24 percent of the lines missed due to lack of
25 facilities, and for business about 7.5 percent.

1 MR. DYSART: This is Randy Dysart.
2 And I think there must be some confusion,
3 because these provisioning measures are based on
4 the order that provide service. For example, if
5 you're doing a UNE loop and port combination and
6 there are three orders, these measures are based
7 on the C order, not the other two orders. So
8 the C order is what puts the service in. So
9 that's what it's based on. The other two, the
10 disconnect and the new connect, are not
11 included.

12 MR. SAUDER: But the N order is
13 included?

14 MR. DYSART: An N order that adds
15 service. An N order can be a file guide order
16 or a UNE loop and port combination. That isn't
17 part of this. It's only the order that adds
18 service, which would be a C order in the case of
19 a UNE loop and port combination.

20 MR. SAUDER: And the N order and
21 the UNE and port combination are never --

22 MS. McCALL: No. It's not in
23 here.

24 MR. SAUDER: It's not in there?

25 MR. DYSART: No.

Page 162

Page 164

1 And for a UNE loop and port combinations it's
2 about 1.75 percent. That's the 12-month
3 average. Then it goes up for greater than 30
4 days for business. But it does happen even in
5 Southwestern Bell retail.

6 MR. DYSART: Absolutely.

7 JUDGE SRINIVASA: So we'll come
8 back to this.

9 MR. DYSART: Okay.

10 MR. SAUDER: This is T.J. Sauder
11 with Birch Telecom. I have a comment that I
12 want to get in in the provisioning section of
13 these performance measurements. I think it goes
14 across. But I think we need to change these
15 measures to report on LSR based versus SORD
16 order based. The reasoning for this is if you
17 have a customer that has one LSR which you
18 submit or gets split into -- up to three or four
19 different SORD orders, that customer's SORD
20 order, one of them doesn't complete the C order,
21 the customers without service. But in all these
22 provisioning performance measurements, they get
23 a 50 percent compliance, even though that
24 customer is out of service and should be a
25 complete fail. It should be zero percent.

1 JUDGE SRINIVASA: You mean the
2 percent companies missed due dates due to lack
3 of facilities would --

4 MR. DYSART: No. It would have
5 the order that added the service -- or the C
6 order, if that's where the service was added at,
7 or the N order if it's a brand-new one if that's
8 where the service was added. The combination --
9 the conversion would be the C order. But it
10 doesn't include the other two orders. The
11 three-order process has nothing to do with these
12 measures.

13 MS. CHAMBERS: Let me clarify, if
14 I can. What we're talking about -- N, T, and C
15 is the activity type of the order -- of the LSR,
16 not of the service order.

17 MR. DYSART: Correct.

18 MS. CHAMBERS: Which is what I
19 think you were concerned about.

20 MR. SAUDER: Right.

21 JUDGE SRINIVASA: So this is at
22 the LSR level. You're going to designate
23 whether it's a transfer, a connect, or a new.
24 So it is still LSR. It's not one LSR generating
25 multiple orders.

Page 165

Page 167

1 MR. DYSART: Right. An LSR can
2 generate multiple orders. But if it's a
3 brand-new order, in that case the SORD order
4 would be the N order. If it's a UNE loop and
5 port combination, it would be the C order that
6 adds the change to make it the conversion type
7 order.

8 MR. COWLISHAW: So what is the
9 SORD?

10 MR. DYSART: Well, I mean, from
11 our standpoint, that's how we're looking at the
12 new provision. But the file guide order is not
13 in there. The disconnect is not in there. It's
14 the SORD order that adds service.

15 MR. COWLISHAW: It's one order per
16 LSR.

17 MR. DYSART: Correct. Well,
18 right.

19 MR. COWLISHAW: In terms of the
20 measure.

21 MR. DYSART: In terms of the
22 measure.

23 MR. SAUDER: But you could have
24 multiple SORD orders for an LSR if they have
25 multiple C orders.

1 the -- some of the source data that we have
2 received has SORD order and the LSR related to
3 it. I don't see how you can't just roll these
4 back up to the LSR level or report to what we're
5 actually ordering as opposed to however many
6 orders it split into on the back side.

7 MR. DYSART: Again, our systems --
8 everything is based on the provision of that
9 order, and I'm not --

10 JUDGE SRINIVASA: Well, let me
11 ask. Say, for example, you issue an LSR if
12 there are three lines that you are connecting to
13 your end use customer. Okay. Now, you would
14 count that -- say, for example, two lines they
15 finish them on time, and one of them they did
16 not. Are you saying that because they didn't
17 finish all three, they missed it by 100 percent?

18 MR. SAUDER: I think that should
19 be correct.

20 JUDGE SRINIVASA: It comes to the
21 same issue of number of loops versus the order.
22 But say, for example, one of them was out, you
23 know, they don't go back and work on all three
24 of those. They work on only one to fix it.
25 Right?

Page 166

Page 168

1 MR. DYSART: If you had multiple
2 things on that LSR, you would have multiple C
3 orders, and those would each count. Yes, they
4 would each count, that added service.

5 MR. SAUDER: So, if there was an
6 order that had three C orders and two out of the
7 three didn't complete, you would report 33
8 percent compliance on this -- on these measures
9 where, in fact, the customer is probably out of
10 service to some extent?

11 MR. DYSART: Well, the customer --
12 if it's separated in a separate order, I
13 don't -- I mean, maybe it's a different location
14 in that building for some reason.

15 MR. SAUDER: I guess -- each SORD
16 order has the LSR number on it. If they could
17 roll it back up into one just report per the LSR
18 as opposed to the different SORD orders --

19 MR. DYSART: Unfortunately we
20 really can't do that because our systems are set
21 up to provision based on the order, not on the
22 LSR. Once the LSR generates the orders, our --
23 everything is based on the completion of those
24 orders, not of the LSR.

25 MR. SAUDER: But I -- a lot of

1 MR. SAUDER: Unless they're
2 related in some way.

3 JUDGE SRINIVASA: How would they
4 be -- you mean, for example, if there are three
5 lines to one customer premise -- small business
6 customer, whoever you happen to win. And if
7 they're able to meet two of them, and if they
8 don't meet one, and you're saying that they
9 missed that entire --

10 MR. SAUDER: Well, they didn't
11 provision -- the installation didn't happen on
12 what we ordered.

13 MR. DYSART: Well, I think I'm
14 going to have to get something clear in my own
15 mind. Maybe I need some service order help
16 here. But if you issue an LSR and you can have
17 an order that would contain multiple loops if
18 it's going -- maybe it's the same location type
19 thing. So there's a reason why you would have
20 multiple C orders on an LSR that would be
21 created from an LSR. It may be multiple
22 addresses or -- multiple addresses. So what
23 you're really looking at, then, is did I
24 complete these loops to this particular location
25 on this particular order? I think that's

Page 169

1 important information to know, versus Location B
2 that you ordered it on, because maybe you should
3 have really sent two LSRs in.

4 I mean, that could be an issue for
5 debate. But the problem is you can send
6 multiple -- you can send an LSR that would have
7 multiple locations, and you would need different
8 orders to handle that. And the measure is
9 trying to pick up how -- how well we provision
10 those. And I think it says something to our
11 provisioning if we complete one order on time
12 and we miss one. I mean, obviously we'd like to
13 do them both on time. But the socket we send
14 back -- now, if you take it to completion -- we
15 send a service order completion on the LSR, and
16 that's based on the last completion of the last
17 C order, if it's multiple C orders. So you get
18 a completion notice that tells you when the
19 whole thing is completed.

20 MR. SAUDER: Which is when we
21 receive a FOC, it's telling us when that's going
22 to happen.

23 MR. DYSART: Correct.

24 MR. SAUDER: And this doesn't
25 measure that. This measures each separate piece

Page 170

1 instead of rolling that back up into one LSR.

2 JUDGE SRINIVASA: When you're
3 getting a FOC back, it's just one due date for
4 all the orders within that?

5 MR. SAUDER: Right.

6 JUDGE SRINIVASA: Well, this
7 issue goes -- you know, it's the same issue,
8 but -- for example, provisioning outages. Do
9 you measure in terms of number of loops, or do
10 you measure in terms of orders? I think the
11 issue is very similar to that. And the
12 Commission has addressed that to a certain
13 extent, and we're going to move on. I think we
14 have enough information on this.

15 MR. SAUDER: I think -- that's
16 fine. As long as there's only one C order for
17 every loop, if there is an order that has C
18 orders and N orders per the LSR.

19 MR. DYSART: We only capture, for
20 this measure -- all these provisioning measures,
21 the order that adds the service.

22 MR. SAUDER: Okay.

23 MR. DYSART: So the N order -- if
24 it's a UNE combination, the N and D do not
25 count.

Page 171

1 MR. SAUDER: Okay.

2 MR. DYSART: It's simply the one
3 that adds the service.

4 JUDGE SRINIVASA: Mr. Cowlshaw?

5 MR. COWLISHAW: Is the completion
6 date on these always missed due date measures?
7 Looking at -- 28 says, "The date that SWBT
8 personnel complete the service order activity."
9 Can you relate that to issuance of the service
10 order completion notice? Is what is compared
11 for these missed due date measures the service
12 order completion date?

13 MR. DYSART: Okay. Let me try, I
14 think. I'll try. It's the date -- if we
15 complete the -- the technician is out doing his
16 thing and he completes it today, he will type
17 into his little terminal or whatever an update
18 SORD today as the completion date. Now, if
19 we -- then we have the SOC measurement. And
20 once it's updated in SORD, the date -- if we do
21 it today, it will be sent out -- it may be
22 batched in the evening. But within 24 hours,
23 that SOC will automatically go back based on the
24 actual physical time updated in SORD.

25 Another situation can occur

Page 172

1 potentially, then. Okay. I actually physically
2 do the work today. Now, the technician for some
3 reason doesn't input that until Monday, but he
4 inputs today's date as the completion date. If
5 the day -- he physically did the work today.
6 Now, he does it on Monday. That's -- Monday,
7 the service order completion would be generated.
8 And that's why we have the measurement that you
9 have to do it within 24 hours. If we don't do
10 it timely, then we're going to miss that
11 measurement, Measurement 7.1.

12 JUDGE SRINIVASA: Within one day
13 after completion?

14 MR. DYSART: Correct. After the
15 date he physically completed it. So, if it was
16 today -- if it was on a Friday he completed it
17 and he didn't send it until Monday, we're going
18 to miss that.

19 MR. COWLISHAW: Okay. But then
20 the date you're comparing to the due date, for
21 purposes of the missed due date measure, is
22 whatever completion date he entered into that
23 field.

24 MR. DYSART: Correct.

25 MR. COWLISHAW: In your last

Page 173

1 example, it would be the Friday --
2 MR. DYSART: Correct.
3 MR. COWLISHAW: -- versus whatever
4 the due date was?
5 MR. DYSART: Right. The day he
6 physically completed it.
7 MR. BERRINGER: John Berringer
8 with Southwestern Bell. The technician doesn't
9 necessarily actually type that date. The
10 completion is generated, and the system picks
11 that up and asks for confirmation.
12 MR. COWLISHAW: Can we get a
13 better -- can we get an explanation of that?
14 MR. BERRINGER: I just wanted to
15 make sure that it was clear that the technician
16 doesn't actually type in a date when the order
17 is completed.
18 MR. COWLISHAW: What's generating
19 the date, then?
20 MR. BERRINGER: The system will
21 return the -- when the technician puts it in as
22 completed.
23 (Simultaneous discussion)
24 MR. DYSART: What if he -- I want
25 to make sure, because I think I understand your

Page 174

1 question. What if it was today he actually did
2 the work and he actually completed it on Monday?
3 Would it come back and ask is the day okay?
4 Does he have the ability to change that to
5 Friday's date?
6 MR. BERRINGER: We'll have to
7 check on that. I don't think so.
8 MS. HALE: How that works is --
9 THE REPORTER: I'm sorry. Could
10 you state your name?
11 MS. HALE: I'm sorry. This is
12 Michelle Hale with Southwestern Bell. How that
13 works is that he actually has to go back and be
14 like he is on Friday's date to be able to type
15 it in himself, or he has to have a CSR type it
16 in for him.
17 MR. DYSART: But he can do that?
18 MS. HALE: He can, but he has to
19 go back and be like he is on Friday's date,
20 because the computer will not let him do it
21 today and backdate it.
22 MR. DYSART: Let me ask this. I
23 want to make sure we get this. Does that ever
24 happen?
25 MS. HALE: Yes.

Page 175

1 MR. DYSART: Okay.
2 MS. HALE: But most of the time
3 what they do is -- like if it was late on Friday
4 evening before they could get in there -- or
5 maybe he couldn't get in or maybe it was a
6 system problem, because we do have maintenance
7 windows. Maybe it was during a maintenance
8 window and he couldn't get in. Most of the time
9 what they do on Monday morning is we call a CSR
10 in the center and have them type the completion
11 on the order to go ahead and get it in. And
12 that's what they do most of the time -- or on
13 Saturday, whatever the case may be, if they
14 work.
15 MR. DYSART: So I think that what
16 I said was correct.
17 (Laughter)
18 MS. HALE: Randy, what you said
19 was exactly correct.
20 MR. DYSART: Thank you.
21 JUDGE SRINIVASA: Okay. We'll
22 move on to PM 31. Again, this is average delay
23 days for missed due dates due to lack of
24 facilities. Southwestern Bell is proposing to
25 eliminate this measure. And you gave me your

Page 176

1 reason is that this performance is captured
2 elsewhere?
3 MR. DYSART: That's correct.
4 Actually, the performance will be captured in
5 PM 32, average delay days for all Southwestern
6 Bell missed due dates. And it may go right
7 along with we need to take a look at it in light
8 of 28, 29, and --
9 JUDGE SRINIVASA: Okay. Right now
10 this is a diagnostic measure?
11 MR. DYSART: Correct. And we
12 would be willing -- if we decide to keep the
13 other one diagnostic, we'd be willing to keep
14 this one also.
15 JUDGE SRINIVASA: Okay. Do we
16 have a response from CLECS?
17 MR. COWLISHAW: I think it is the
18 same issue of is it important enough to isolate
19 the delay days that are attributable to lack of
20 facilities versus the general mix of missed due
21 dates that are missed for lack of resources or
22 not getting to it or whatever other problems
23 cause missed due dates. So I think -- I mean, I
24 agree with Randy that it's probably caught up in
25 that same discussion we just had about 29 and

Page 177

Page 179

1 30.

2 JUDGE SRINIVASA: Let me ask MCI
3 this. Your comment is unsolicited FOCs will not
4 be acknowledged in calculating due dates. What
5 do you mean by that? Your comments state
6 something -- can you explain that?

7 MS. EMCH: This is Marsha Emch
8 with MCI WorldCom. If you look at -- looking at
9 31, business rules, where the second
10 sentence, "CLEC orders, the due date is the due
11 date reflected on the FOC" -- it's not a
12 complete sentence there. But the point is we
13 send an order in. We get a FOC. We tell our
14 customers "This is the date that you're going to
15 be getting the work order on." And then in some
16 instances Southwestern Bell will reissue a
17 FOC -- a re-FOC. We did not change anything.
18 We didn't ask for a new due date. We didn't add
19 any -- in our minds, we didn't do anything to
20 have cause for another FOC to be issued, and the
21 question then becomes what -- according to
22 business rules, what FOC date is used, the first
23 FOC date or that second FOC date?

24 We would maintain that unless we did
25 activity to change -- you know, to cause the

1 MR. NOLAND: Brian Noland with
2 Southwestern Bell. Is this after the first FOC
3 has been received? Is that correct?

4 MS. EMCH: Correct.

5 MR. NOLAND: Are we now talking
6 about the jeopardy notification process?

7 MS. EMCH: Marsha Emch with MCI
8 WorldCom. I honestly don't know, because I
9 understand that jeopardy is a recent issue that
10 you have addressed, whereas the complaints that
11 I have from my internal SMEs we're just talking
12 in general terms about a second FOC. So I guess
13 I'd have to say can you answer both if it was a
14 jeopardy and if it was not?

15 MR. NOLAND: Well, I think -- I
16 mean, we have the jeopardy process that was
17 implemented January -- (inaudible). That was to
18 take care of any -- what was termed previously
19 as post-FOC rejects. There are certain
20 categories that were in that letter that went
21 out. So they cover quite a range of
22 possibilities that would need to be addressed
23 and sent back to CLEC, or given notification on
24 facilities issues in a lot of instances as well.
25 But I don't know -- I'm still not clear, I

Page 178

Page 180

1 order to have a new due date, that you would
2 still go to the first FOC. And I guess it's
3 more of a clarification question. Is that how
4 Southwestern Bell would measure? Do they
5 measure through to the first due date, or is it
6 the second due date when there's a second FOC
7 issued and we didn't ask for the second FOC?

8 MR. DYSART: This is Randy Dysart,
9 Southwestern Bell. Quite honestly, I've never
10 heard of an unsolicited FOC before, so I
11 really -- I understand your point. And if you
12 didn't do anything to issue a supplement to
13 create the need to send a FOC, then I would -- I
14 would agree unless someone from my service order
15 friends can tell me -- or LSC can tell me how
16 this would occur. I mean, I'm not familiar
17 with --

18 MS. EMCH: I have one more
19 question that maybe can help. Marsha Emch with
20 MCI WorldCom. It may be MCI did nothing, or we
21 may have issued a supplement but did not think
22 to change the essential part of the order. It
23 may be more informational than to change the
24 order. So maybe you need to address both of
25 those issues.

1 guess, on the second FOC unless there was a
2 subsequent order that was issued that would
3 generate the FOC. And I guess I just have to
4 see an example to see -- I mean --

5 MS. McCALL: This is Cindy McCall,
6 MCI WorldCom. So are you saying that it would
7 be highly unusual for us to normally receive an
8 FOC for a situation such as Marsha described
9 where a sup was sent in but nothing of
10 substance -- it was just more informational,
11 nothing of substance for that particular order?

12 MR. NOLAND: If you sent through a
13 supplemental request, I guess there would be
14 another FOC that would be returned.

15 MS. McCALL: An FOC with a
16 different date?

17 MR. NOLAND: I'm sorry, y'all.
18 I'm --

19 MS. EVANS: This is Mary Ann
20 Evans, Southwestern Bell. You're asking if you
21 send a supplement and don't make any changes.
22 Correct? You would still receive the FOC back
23 with the original due date if you didn't make
24 any changes.

25 MS. McCALL: So it should be the

Page 181

1 original due date?
2 MS. EVANS: Yes, it should be, if
3 no changes were made.
4 MS. McCALL: So it would be out of
5 the norm if we receive an FOC that didn't have
6 that same due date?
7 MS. EVANS: Depending on the
8 changes that were made.
9 MS. McCALL: Okay.
10 MS. EVANS: Or not made.
11 JUDGE SRINIVASA: Mr. Siegel?
12 MR. SIEGEL: For Measures 31 and
13 32, are we going to be looking at changing the
14 date that we're teeing off of the same way we
15 thought on 28 and 29? Because, like, 32 refers
16 to FOC date. 31 refers to FOC date. Is that
17 all part of the same package of thought?
18 JUDGE SRINIVASA: Mr. Dysart,
19 is --
20 MR. DYSART: Yeah. This is Randy
21 Dysart, Southwestern Bell. In most cases if you
22 send me a customer desire due date outside the
23 norm, then we'll FOC back that date. So we may
24 have to tweak it a little bit, but I don't see
25 that it potentially would change a lot. Even on

Page 182

1 an expedite that we agree to, we would FOC back
2 the date we agreed to. So I don't know that
3 that's really impacted. I would have to think a
4 little bit more about it, but I can't see a
5 situation where it probably would be different.
6 MR. SIEGEL: I guess I was
7 thinking of the situation that was discussed in
8 28 where someone asked for something, and if
9 they got a FOC back, it was later. And they
10 seemed analogous to me, so I just --
11 MR. DYSART: This is Randy Dysart,
12 Southwestern Bell. If it was a case where we --
13 if it was an inappropriate due date, we would
14 FOC back the correct due date, and that's what
15 it would be based on. I'm still having trouble
16 figuring out an instance where we would FOC back
17 a date for any reason that it wasn't an
18 inappropriate due date. We need to look at
19 that. But right now I think the FOC is still
20 probably appropriate, but -- let me think about
21 that.
22 JUDGE SRINIVASA: This would be
23 consistent with what we did earlier for 28.
24 MR. DYSART: Yes, it should. And
25 I just want to think it through here a little

Page 183

1 bit in this context about the start time.
2 JUDGE SRINIVASA: This is delay
3 days. After you miss it --
4 MR. DYSART: Right.
5 JUDGE SRINIVASA: -- how many days
6 was it delayed after the due date.
7 MR. DYSART: Correct.
8 JUDGE SRINIVASA: So the start
9 time and end time -- you know, the end time is
10 what is critical in here.
11 MR. DYSART: Correct.
12 MS. CHAMBERS: This is Julie
13 Chambers with AT&T. And just to add to the
14 consideration that Randy took back from 28
15 around if the FOC date is different than the
16 customer requested due date, for those
17 jeopardies where -- that do not require a sup
18 from the CLEC, but actually where Southwestern
19 Bell provides a new due date on the jeopardy, we
20 would also believe that the customer requested
21 due date should be the date utilized in
22 calculating whether or not it was a missed due
23 date and be held consistent throughout these
24 measures.
25 MR. DYSART: This is Randy Dysart,

Page 184

1 Southwestern Bell. If we jeopardy an order and
2 it's due to lack of facilities or whatever, the
3 due date that we agreed to or FOC back or
4 requested, that is the due date. We missed this
5 due date if that happens. We're not changing
6 the due date for performance measurement
7 aspects. We're telling you when the next
8 expected day is. So, I mean, you're right,
9 absolutely.
10 JUDGE SRINIVASA: So PM 32,
11 business rules, says, "The due date is the
12 negotiated date by the customer and the
13 Southwestern Bell representative for service
14 activation." How would you change that?
15 MR. DYSART: I think we'd have to
16 add -- and I'd like to try to propose something.
17 I don't know if I want to do it here on the fly.
18 JUDGE SRINIVASA: If you want to
19 think it over and then --
20 MR. DYSART: Yeah. It would
21 encompass PM 28, those type of things. We'd
22 just have to put some words around there and
23 make it consistent.
24 JUDGE SRINIVASA: Okay. Any
25 comments from the CLECs on that -- on 32?

Page 185

1 MR. COWLISHAW: On 32?
2 MR. DYSART: Well, 32 we added
3 some levels of disaggregation here. That's
4 probably consistent with the way we've been
5 reporting.
6 MR. COWLISHAW: I guess, again, if
7 we look up at the business rules on 32 -- and
8 we'll -- we'll want to get in front of the
9 language Randy is looking at bringing back on PM
10 28. But I think where AT&T is wanting to go on
11 this, at least one direction, is to be explicit.
12 Here, for example, this reflects the old or the
13 current missed due date practice. You see that
14 sentence or sentence fragment there in the
15 middle that says, "CLEC orders, the due date is
16 the due date reflected on the FOC." If we
17 make the -- to consider the change to the PM 28
18 and getting rid of PM 29 and making all these
19 measures consistent, I think we would be looking
20 to see that read, "The due date is the due date
21 reflected on the LSR -- is the due date
22 requested by the CLEC as reflected on the LSR."
23 You'd have to call it valid due date or
24 something to be able to appropriately request
25 that. But we'd be looking for some change along

Page 186

1 those lines.
2 JUDGE SRINIVASA: And also, if
3 it's expedited and accepted by Southwestern
4 Bell, that would be the due date.
5 MR. SIEGEL: This is Howard
6 Siegel. Just to save us some time, I think
7 everything we're saying about 32 is also
8 applicable for 33.
9 JUDGE SRINIVASA: Is 33 -- it's
10 greater than 30 days?
11 MR. SIEGEL: The second sentence
12 in the business rules is the exact same sentence
13 that we're talking about.
14 JUDGE SRINIVASA: 34 is greater
15 than 90 days, I guess. No. 34 is -- okay.
16 MS. CHAMBERS: And I don't know
17 that it was stated, but it was also on 31.
18 MR. DYSART: Yeah. It's the whole
19 thing. I understand.
20 JUDGE SRINIVASA: 31, 32, and 33.
21 MR. COWLISHAW: Could we get a
22 clarification on that last sentence in the
23 business rules, "Combos are reported at the
24 order level"? Is that a reference to back end
25 service orders in FOC -- or in SORD, or is that

Page 187

1 a reference to orders as opposed to circuits?
2 MR. DYSART: Orders as opposed to
3 circuits for provisioning.
4 JUDGE SRINIVASA: If there are
5 multiple circuits in a UNE combo, you're just
6 reporting at the order level for this measure,
7 32?
8 MR. DYSART: That's correct.
9 MS. BOURIANOFF: Randy, can I ask
10 a question?
11 MR. DYSART: Sure.
12 MS. BOURIANOFF: This is Michelle
13 Bourianoff for AT&T. I think what you mean --
14 what I take it to mean is combos reported by the
15 order that completes the service activity.
16 MR. DYSART: Right. Right. Yeah.
17 MS. BOURIANOFF: I think it's
18 confusing to say at the order level because for
19 some of the ordering measures, order level means
20 something different.
21 MR. DYSART: Okay. I can --
22 MR. COWLISHAW: LSR?
23 MS. BOURIANOFF: I mean, I
24 wouldn't have a problem with LSR level, but I
25 don't think that's quite accurate.

Page 188

1 MR. DYSART: No. I think we could
2 say combos are reported by the order that
3 completes the service. Then it gets away from
4 the N and T thing. So you can add, Gary,
5 "Combos reported by the" --
6 MS. BOURIANOFF: "By the order
7 which completes the service activity"?
8 MR. DYSART: Okay. "By the order
9 which completes the service activity." And take
10 out the "order level."
11 MR. SIEGEL: And I don't know if
12 it needs to be done now, but that same sentence
13 is on --
14 JUDGE SRINIVASA: On PM 31, also.
15 MR. SIEGEL: And 32.
16 JUDGE SRINIVASA: And 33. 33
17 you're proposing to eliminate. Right? Again,
18 the reason being it's captured somewhere else?
19 MR. DYSART: It's captured in 32,
20 actually. Well, 32 and 28, I guess.
21 JUDGE SRINIVASA: Is there a
22 response from CLECs?
23 MS. BOURIANOFF: Judge Srinivasa,
24 if we're just talking about eliminating 33 at
25 this point, I think if we add changes to 28 that

Page 189

1 we've been talking about and we retain
2 Performance Measure 32, we would be okay with
3 eliminating Performance Measure 33. But we
4 think Performance Measure 32 provides some
5 useful information that needs to be retained.
6 MR. DYSART: 32?
7 MS. BOURIANOFF: Yeah.
8 MR. DYSART: We were going to keep
9 32.
10 MS. BOURIANOFF: Okay.
11 JUDGE SRINIVASA: 33 -- are there
12 any other CLECs -- apparently AT&T does not have
13 any objection to -- based on what happens to 28
14 and 32. MCI?
15 (No response)
16 JUDGE SRINIVASA: Okay. We'll
17 move on. 34, another measure you propose to
18 eliminate.
19 MR. DYSART: 34 I'd agree to take
20 a look at it in terms of whichever one it was.
21 JUDGE SRINIVASA: So you're going
22 to remove --
23 MR. DYSART: We'll take a look at
24 it this evening.
25 JUDGE SRINIVASA: And AT&T wants

Page 190

1 the UNE combo broken down to business and
2 residence.
3 MR. COWLISHAW: Well, again, our
4 thought on 34 is since by definition these are
5 due dates that were missed by Southwestern Bell
6 and something happens later that the order gets
7 cancelled -- maybe it was because of a miss,
8 maybe it was not, but there was a missed due
9 date -- that what we really need to do is
10 capture these in the missed due date measure and
11 note, for example, this is a diagnostic measure
12 here, but missing a due date otherwise is a
13 Tier 1, Tier 2 high occurrence. So we'd be
14 happy to see this eliminated if we could capture
15 those misses somehow by manually manipulating
16 the data or however in the missed due date
17 matter.
18 MR. DYSART: Manipulate is a bad
19 word.
20 MS. YEE: Integrate.
21 MR. DYSART: Integrate. I like
22 that.
23 JUDGE SRINIVASA: Integrate the
24 data in 28?
25 MR. DYSART: Yeah.

Page 191

1 JUDGE SRINIVASA: Fine. 34 is
2 done. Are there any other changes, CLECs, to
3 34?
4 MR. SIEGEL: One comment. The
5 only thing that I think we lose in that whole
6 change of moving that to 28 and putting the
7 count on here -- the count I don't think really
8 got it either -- was you're capturing the missed
9 due dates, but you're not capturing that
10 information in the average. And so you could
11 have a situation where someone cancelled
12 something 45 days after the due date, and that
13 information isn't getting into the average.
14 Now, I don't think you can just take the
15 cancellation data and say we're going to make
16 that as if it was completed that day because it
17 would have completed sometime after that. So I
18 don't know if there's something -- maybe as a
19 diagnostic, something smaller like cancellations
20 after 30 days after the due date or X number --
21 more than a certain number of days after a due
22 date, just to see, as a diagnostic. And then in
23 six months maybe that goes away because it's not
24 a regular occurrence.
25 JUDGE SRINIVASA: This was -- 34

Page 192

1 is capturing any orders that are cancelled after
2 the due date. Let's see what the actual report
3 says.
4 MR. SIEGEL: And I think that you
5 probably -- with the other measure, with 28, if
6 we get that modification, for SORD windows,
7 that's probably fine. I'm just wondering if
8 maybe instead of eliminating 34, we just narrow
9 it as to cancellations more than X number of
10 days after the due date and pick something
11 that's further out. But --
12 JUDGE SRINIVASA: Right now, you
13 know, it is captured -- broken down by 1 to 30
14 days, 31 to 90 days, and greater than 90 days.
15 MR. SIEGEL: Then I'd state I
16 don't know if it's a good idea to drop it,
17 because you would want that information to know
18 if you're having events that are having a very
19 long delay horizon in those 30 days.
20 MR. LOCUS: Your Honor, this is
21 John Locus with Southwestern Bell. If you look
22 at the current report, though, we're averaging
23 about -- in the UNE-P world about 11 orders a
24 month that are greater than -- that are
25 cancelled 1 to 30, 31 to 89, greater than 90.

Page 193

1 The entire universe cancelled about 11 orders
2 monthly for the last three months. And in the
3 resale world, if I'm reading this report
4 correctly, it's around 50 orders a month for the
5 last three months. If you look back over the
6 resale world, it's about 50 to 60 over the last
7 13 months. So it certainly isn't an indication
8 that this has been a problem in the past.
9 JUDGE SRINIVASA: Well, let me
10 understand this. The reporter data for UNE loop
11 and port says, for example, in the month of
12 September, for 1 to 30 days you have 360, and 31
13 to 89 days you had 10. And total number of
14 cancelled, you know, ranges anywhere from 10 --
15 well, the highest has been 370. That was in
16 September. And, of course, here in October it
17 was around 338, and then it started dropping.
18 MR. COWLISHAW: Your Honor.
19 JUDGE SRINIVASA: Yeah.
20 MR. COWLISHAW: That's a good
21 point. In fact, if you take those September and
22 October occurrences, and you actually put them
23 into -- treat them like they were missed due
24 dates and add them to the numerator and
25 denominator of PM 29, you'll find that for UNE

Page 194

1 combos in those months, what was reported as
2 parity performance on the missed due date
3 measure was actually out of parity and these
4 missed due dates were counted in those measures.
5 Yet because this is diagnostic, it didn't enter
6 into the consideration of 29 or the penalty
7 scheme. So, I mean, either it needs to go into
8 29 or 28, if 28 is going to be our missed due
9 date measure, if you will, and be subject to
10 sanction there, you know, or we need to retain
11 34 and maybe think about putting some kind of
12 damages or -- damages associated with 34.
13 JUDGE SRINIVASA: Mr. Dysart, did
14 you hear -- do you have a response for what
15 Mr. Cowlshaw stated?
16 MR. DYSART: Well --
17 JUDGE SRINIVASA: That if you take
18 this and add it to another measure, it may show
19 noncompliance -- or it would be out of parity.
20 I don't know if it is true on a month-to-month
21 basis. Is it only September and October you're
22 stating that?
23 MR. COWLISHAW: September and
24 October was when this -- they were reporting
25 like 100 of these a territory for some of the

Page 195

1 market areas on UNE-P, not on the resale. And
2 then starting with November, they've been
3 reporting very, very small numbers on this. So,
4 you know, I don't know what the explanation for
5 that was. We asked about it a couple of times.
6 But it's just the fact that -- that September
7 and October shows us the potential for these
8 cancelled orders to really have an impact on the
9 overall analysis.
10 MR. DYSART: And I guess my
11 response is that August, September, and October,
12 I believe, for UNE combos was the first months
13 obviously that they were reported. It's my
14 understanding in those months -- kind of an
15 explanation of why they were high -- the
16 programming was picking up deletes as well as
17 cancels, which if an LSR was issued -- and I'll
18 have to verify this again. But if it was
19 deleted, it was picked up in these measurements.
20 Now, that programming, obviously, was fixed in
21 November, and now we're picking up true cancels.
22 And as you can see from November on, the numbers
23 are significantly low. And I don't think
24 there's a lot of -- I don't think this is a huge
25 issue, to be quite honest, either way. So I'd

Page 196

1 like to take it back and look at it, and I'll
2 verify the delete comment I made earlier.
3 MR. YEE: Randy, this is Grace. I
4 just want to understand. What are some examples
5 of deletions?
6 MR. DYSART: I'm going to have to
7 get back with you.
8 MS. YEE: Okay.
9 MR. DYSART: I need to get some
10 more specifics on this.
11 JUDGE SRINIVASA: Yeah. Anyway,
12 we are still considering this measure. The
13 proposal to eliminate is contingent upon whether
14 or not we move this onto 28.
15 MR. DYSART: Right.
16 JUDGE SRINIVASA: And -- well, let
17 me understand. If AT&T is saying that if we do
18 not move this to 28, then you want to consider
19 this as either a Tier 1 -- some sort of penalty
20 should be associated with that. Is that what
21 you're saying?
22 MR. DYSART: I'll tell you, if we
23 do that, I would just ask that you have a
24 proposal of how you would -- how you would
25 determine whether it's met or missed or

Page 197

Page 199

1 whatever.
2 JUDGE NELSON: What is a
3 benchmark? I mean, there's no detail.
4 MR. DYSART: And I don't expect an
5 answer right know.
6 MR. COWLISHAW: Well, then I might
7 give you one.
8 (Laughter)
9 MR. DYSART: I didn't figure you
10 were going to give me one, so I was just going
11 to let you off the hook.
12 (Laughter)
13 JUDGE SRINIVASA: We're going to
14 take a ten-minute break. We'll be back here at
15 4:00. We'll probably go for another hour after
16 that.
17 (Recess: 3:48 p.m. to 4:00 p.m.)
18 JUDGE NELSON: Okay. Let's go
19 back on the record. Mr. Srinivasa?
20 JUDGE SRINIVASA: We were on
21 Measurement No. 34, and we're going to move on
22 to -- I believe there is a new -- we'll move on
23 to 35.
24 MR. DYSART: 35.
25 JUDGE SRINIVASA: 35. And can you

1 There was an issue concerning trouble not found,
2 which is true even for this. If they reported
3 trouble and there's none found --
4 MR. DYSART: I believe --
5 JUDGE SRINIVASA: Code 13 is --
6 that's different.
7 MR. DYSART: Right. Right. I'll
8 take a shot at this, and my maintenance group
9 can bail me out here if I get in over my head.
10 Basically, for POTS and UNE combinations, it's
11 my understanding that we have the ability to
12 test the whole service, basically, and determine
13 if it's in CPE or not in CPE. If it's in CPE,
14 then it's excluded because it's a customer -- a
15 CPE type code, which there is an exclusion for
16 that. If it's a network -- if we code it as an
17 internal found to our network, then it is
18 included in the report rate. The same if
19 it's -- resale and wholesale are exactly the
20 same.
21 JUDGE SRINIVASA: When you say --
22 say, for example, somebody just calls in
23 trouble, but you find out there's no trouble.
24 You cannot say that it's CPE or the network?
25 MR. DYSART: I'll have to have

Page 198

Page 200

1 explain your proposal?
2 MR. DYSART: Sure. Under
3 measurement, we probably should put "Percent
4 POTS/UNE-P."
5 JUDGE SRINIVASA: Right.
6 MR. DYSART: And we made a change
7 in the business rules to try to clarify, I
8 think, what AT&T was getting at in their add to
9 the business rules. Basically it's just
10 defining the denominator and the numerator.
11 "The denominator for this measure is the total
12 count of orders posted within the reporting
13 month. The numerator is the number of trouble
14 reports received within 10 days of service order
15 completion that were closed during the reporting
16 month." That's just a clarification to define
17 the numerator and denominator.
18 And then a point of clarification under
19 calculation, "Count of initial electronic or
20 manual trouble reports on or within 10 calendar
21 days of service order completion divided by
22 total number of orders." And that's the only
23 changes we had.
24 JUDGE SRINIVASA: So trouble not
25 found is still not -- how do you address that?

1 some help here.
2 MR. MAPES: Today a lot of those
3 fall in -- I'm sorry. Andy Mapes with
4 Southwestern Bell. Today a lot of those codes
5 fall in an 09 category, and those no trouble
6 found categories are counted as measured
7 tickets.
8 JUDGE SRINIVASA: So you are
9 counting it as a report. That means your
10 percentage goes up?
11 MR. MAPES: Yes, sir. Andy Mapes
12 with Southwestern Bell. Yes, sir. Today that
13 is correct. Those are counted against us.
14 MS. CHAMBERS: This is Julie
15 Chambers with AT&T. But also in the retail
16 environment, if a customer calls in, you would
17 experience the same thing. Essentially, you
18 know, by the time the work is done -- it appears
19 that no trouble is found at that point even
20 though the customer thought there was a problem.
21 So I think that it's measuring, you know,
22 parity. At least that was my understanding
23 initially.
24 JUDGE SRINIVASA: Is that true?
25 In your retail environment, if somebody calls

Page 201

1 and you don't find any trouble --
2 MR. MAPES: This is Andy Mapes
3 with Southwestern Bell. Many times what
4 happens, when you call into the service bureau,
5 they will tell you that there's no trouble on
6 the line. And they'll give you guidance like
7 "Look at your network interface." You can
8 acquire to see if you have dial tone at that
9 network interface on the customer side. Many
10 times they'll do that, and then they can help
11 isolate the trouble there.
12 JUDGE SRINIVASA: Well, is it true
13 that in the retail environment, if someone
14 reports trouble and if there's no trouble found,
15 they don't have to pay any penalty for that?
16 Right?
17 MR. LOCUS: Yeah.
18 JUDGE SRINIVASA: Whereas here
19 they have to.
20 MR. LOCUS: John Locus with
21 Southwestern Bell. In many cases when a
22 customer calls in and there's no trouble on the
23 line, Southwestern Bell doesn't take a trouble
24 report. So those reports are not taken on the
25 retail side, whereas there is a report taken on

Page 202

1 the wholesale side. So it's --
2 MR. COWLISHAW: I guess the way
3 the codes that were explained to us that were
4 being used for purposes of reports PM 35 are the
5 disposition codes used by Southwestern Bell in
6 their retail environment.
7 MR. LOCUS: Yeah. John Locus with
8 Southwestern Bell. We use the same codes in
9 resale and wholesale. The difference is the
10 trouble taking practices in the low -- the
11 wholesale repair barrel versus the resale repair
12 barrels. In the retail world, we interact with
13 a customer using our test process in our
14 repair -- I guess we call them CSTs -- the folks
15 that deal with the customers directly. If
16 there's no trouble on the line -- if our tests
17 indicate no trouble on the line, then we
18 wouldn't take a repair report.
19 MR. COWLISHAW: But has
20 Southwestern Bell never opened a trouble ticket
21 and concluded no trouble found?
22 MR. LOCUS: We have opened trouble
23 tickets and concluded no trouble found.
24 MR. COWLISHAW: And what coding is
25 done when you have done that?

Page 203

1 MR. LOCUS: It would be using the
2 same codes that --
3 MR. COWLISHAW: And so it would go
4 into your retail data, I-35 -- I-10 or I-30?
5 MR. LOCUS: Yes, sir, it would.
6 MR. COWLISHAW: Okay.
7 MR. LOCUS: The difference being,
8 though, that we take much fewer reports --
9 MR. COWLISHAW: I guess I
10 didn't --
11 (Simultaneous discussion)
12 MR. LOCUS: -- that are held that
13 way because we don't have the same policies on
14 taking reports from customers on the resale side
15 versus the wholesale side.
16 MS. CHAMBERS: Julie Chambers with
17 AT&T. I mean, a CLEC has access to MLT testing
18 capability as well. It's not, you know, in the
19 business of trying to issue troubles when there
20 isn't a trouble. So I -- you know, I think that
21 it -- I mean, it's reflective of the industry,
22 and that's what the measure is trying to
23 capture. Are there problems that CLECs are
24 experiencing different from Southwestern Bell?
25 JUDGE SRINIVASA: Well, for

Page 204

1 example, percent trouble reports in C orders
2 within 10 days for feeder work for business, in
3 February and March, CLECs had 10 percent, where
4 Southwestern Bell had only 3.01 and 4.52 with
5 respect to February and March. If you look at
6 all the other months, it looks pretty much the
7 same. What happened -- what was so unusual
8 about those two months?
9 MR. DYSART: This is Randy Dysart
10 with Southwestern Bell. I think one of the
11 problems that we see in this measurement -- it's
12 really highlighted here. It's not necessarily
13 that it's 10 percent, but that -- you know,
14 you're dealing with small volumes. You're
15 talking about five trouble reports versus --
16 Southwestern Bell obviously had a much larger
17 customer base there. So, if you take off -- I
18 haven't done the math, but just a couple of
19 those, you're not out of parity. So you're not
20 talking about a huge discrepancy here as much as
21 what the actual percentage would indicate.
22 You know, from our standpoint -- you
23 know, we do code things the same way. We do
24 have no trouble founds, and to the best of my
25 knowledge, other than the situation that John

Page 205

1 may have indicated where -- you know, the
2 procedure in our office -- if we tested no
3 trouble found, we may not take a ticket. Other
4 than that, you know, we code this the same way.
5 And I don't know that -- we're not actually
6 proposing excluding no trouble founds in this
7 measurement, because I do think it's similar
8 enough that we're probably as close as we can
9 get to comparing apples to apples.

10 JUDGE SRINIVASA: So you do not
11 want to take the exclusions for no trouble found
12 because in the retail environment, the same
13 thing happens?

14 MR. DYSART: I think it's pretty
15 close, yes.

16 JUDGE SRINIVASA: Okay. Because
17 it's a parity measure?

18 MR. DYSART: Correct.

19 JUDGE SRINIVASA: We'll move on
20 to -- well, is there anything else for PM 35?

21 MR. COWLISHAW: The denominator
22 question, the way that's described -- if we
23 think -- the denominator is the total count of
24 orders posted within the reporting month
25 okay. So, in March, however many orders

Page 206

1 posted -- these are resale or UNE-P orders --
2 however many orders posted within that month,
3 that's our denominator.

4 MR. DYSART: Correct.

5 MR. COWLISHAW: The numerator is
6 trouble reports that were closed during the
7 reporting month, closed during March, and then
8 we look backwards and say, "Of the trouble
9 reports that were closed during March, how many
10 of those were received within -- had a trouble
11 report that was received within 10 days of
12 service order completion."

13 MR. DYSART: Correct.

14 MR. COWLISHAW: What that seems to
15 set up is -- and it's a more -- I think maybe
16 more severe on the 30 day I reports, so I really
17 think we're kind of having a discussion about
18 three measures at once. I mean, trouble reports
19 that close during March may be on orders that
20 were posted, you know, the month before. You're
21 not -- you're not picking up the numerator
22 until -- until the order has not only been
23 provisioned, but you've had this trouble report,
24 the trouble report is worked, and the trouble
25 report is closed. And so you're not necessarily

Page 207

1 looking at the set of trouble reports received
2 within 10 days of SOC that correspond to March
3 posted orders.

4 I mean, if you think about, for
5 example, orders that are posted -- or completed
6 in the last few days of March, their 10-day
7 period hasn't even run yet. And certainly some
8 of the ones that you're going to pick up are --
9 in the first part of March are orders that that
10 10-day period is running from February. And
11 when we get to the 30-day measures, that
12 mismatch is really -- it seems like it would be
13 an entire month off. You'd essentially be
14 looking at February -- you know, the troubles
15 that relate to February orders in the numerator
16 versus the orders that post during March in the
17 denominator. So you don't have a match, I don't
18 think, between your numerator and your
19 denominator.

20 Is it significant? I don't know if we
21 know much about the data, but -- if everybody
22 was ordering in the same volumes all the time
23 month in and month out, then maybe it wouldn't
24 make any difference. But what you have for
25 CLECs is at least for some time, presumably,

Page 208

1 you're in a going up mode on your order volumes.
2 If your numerator -- if I'm taking the orders
3 that I have problems with for my February order
4 pace -- which was maybe I had 100 orders in
5 February, and I have trouble with three of them,
6 so that would have been 3 percent. But in March
7 I have 200 orders -- or 500 orders. Now I'm
8 comparing those three trouble reports not to the
9 100 orders that they really came out of, but to
10 500 that occurred during March, and my
11 percentage is way understated. Now, if the
12 orders are descending, it's going to work just
13 the reverse. But it seems like there's a
14 mismatch up there. I'm not sure how to tie it
15 up. I think we have some thoughts about that,
16 but --

17 MR. DYSART: This is Randy Dysart,
18 Southwestern Bell. Well, in effect what you've
19 got is a situation where you want to try to
20 include everything. And the reason it's done
21 this way is so that we don't ever miss a report
22 or we don't ever miss an order. And the I-10
23 order base is consistent throughout all the
24 measurements, typically. So we're not dealing
25 with a bunch of different numbers as far as the

Page 209

1 number of orders that are processed.
2 If -- as Pat describes, there's
3 probably, in this one, a 10-day period where,
4 yeah, there are troubles that are going to
5 overlap. And there will be some troubles that
6 were actually on orders that posted in -- for
7 example, in February, the troubles will appear
8 in March. Now, there will be orders that
9 happened in March -- you know, it kind of tends
10 to equal themselves out, and I understand the
11 issue about increasing volumes. But to try to
12 track it where I track and make sure I include
13 every order and complete it in a particular time
14 frame with every trouble ticket -- to do that,
15 there's an inherent danger of missing something
16 and not being all-inclusive of all the orders
17 and all the troubles.

18 Traditionally, that's not what we've
19 done, and to do that -- to be quite honest, it
20 would be a nightmare trying to make sure that we
21 had a consistent base each month, because things
22 can change. If we do it a similar way, the
23 numbers will fluctuate month to month. We'll
24 have to go back and restate a month because we
25 had a trouble ticket that actually happened

Page 210

1 before the reporting period and is the only --
2 so to be consistent and actually provide data on
3 a timely basis, this is really the only way to
4 do it. And if you look at the data, there's
5 some fluctuation, but it's not dramatic
6 fluctuation, even with the increase in the
7 volume. And again, the reason is just so that
8 we make sure we don't miss information.

9 MR. SAUDER: This is T.J. Sauder
10 with Birch Telecom. Is it -- could you do up to
11 10 days at the end of a month -- say if the
12 month that we're reporting on is January -- do
13 every service order that's completed up to 1-21,
14 and then you have the 10 days in there where
15 those service orders still have 10 days
16 outstanding, and report those 10 in the February
17 data? So you basically just cut off those last
18 10 days of the month so you can have a
19 denominator and numerator that are the same --
20 the same source data.

21 JUDGE SRINIVASA: Isn't that going
22 to -- for example, say February 28th when the
23 order was completed, 10 days is sometime in
24 March. February 27th, again 10 days is sometime
25 in March.

Page 211

1 MR. SAUDER: But all that data
2 will be caught in the March report.

3 MR. DYSART: That's what we're
4 doing today.

5 MR. SAUDER: But I have source
6 data --

7 JUDGE SRINIVASA: But the
8 denominator that you're using is the March
9 total. Right?

10 MR. DYSART: We're having the
11 March data for the denominator as anything that
12 posts in March. So, yeah, there is probably a
13 10-day mismatch on there. But I think when you
14 look at the data, it really doesn't
15 significantly impact overall. I mean, you're
16 still looking at --

17 JUDGE SRINIVASA: Look at
18 percent -- trouble reports in C orders within 10
19 days. No field work. Those are -- you see that
20 the order volume is significant. They're still
21 in the less than 1 percent range. Even if you
22 take 321, say for example, in March and use the
23 February order as the denominator --

24 MR. SAUDER: But I don't
25 understand why you would have a calculation that

Page 212

1 you're not -- where the numerator is not
2 included in the source data of the denominator,
3 why you wouldn't have a -- to come up with a
4 real percentage, you would need to have sample
5 data. And then out of that sample --

6 JUDGE SRINIVASA: Practically, how
7 would you capture this, the data collection
8 process? Can you think of how would you capture
9 that data?

10 MR. SAUDER: All of the service
11 orders that close between -- if it's January,
12 from 12-21 of '99 to 1-21 of '99 -- of 2000.
13 Excuse me. And that gives a 30-day period in
14 there where on February 1st you will know every
15 order -- every order that's completed in that
16 time frame has a trouble within 10 days or not.

17 JUDGE SRINIVASA: Say, for
18 example -- let's take the example -- there were
19 43,000 orders in February and 50,000 in March.
20 Okay. If you're saying that of the 269 trouble
21 reports, some of them were orders that were from
22 January -- let's say 321 in March. You're
23 stating that of the 321, a certain number of
24 trouble reports were indeed from the February
25 orders?

Page 213

1 MR. SAUDER: Possibly.
2 JUDGE SRINIVASA: So what you're
3 asking is whatever it is from 43,000, move those
4 orders to -- add that to 50 in the denominator?
5 MR. SAUDER: Right.
6 JUDGE SRINIVASA: You'll make it
7 lower. You're increasing the denominator that
8 way. Oh, and then some you're moving out from
9 March to April?
10 MR. SAUDER: I guess what I'm
11 trying to do is match up when this -- what the
12 denominators when the order posts, and just
13 trying to have a stable number in the
14 denominator. And then of that number, all these
15 orders that have trouble reported on them is the
16 numerator, so you don't have a numerator for
17 this month and a denominator for this month.
18 JUDGE SRINIVASA: So for this
19 measurement, the number of orders -- whatever
20 they have in this count may not be the same as
21 the number of LSRs that was generated for that
22 particular month?
23 MR. SAUDER: Well --
24 JUDGE SRINIVASA: Or number of
25 orders that were provisioned during that month.

Page 214

1 It will be a different number.
2 MR. SAUDER: Say that again.
3 JUDGE SRINIVASA: Okay. Say, for
4 example, if there were -- in February, there
5 were 100 orders generated. Then 100 orders --
6 it was spread out throughout the month. Okay.
7 For percent of missed due dates, you want 100 as
8 the denominator. Right?
9 MR. SAUDER: Right.
10 JUDGE SRINIVASA: How many did
11 they do it on the date and how many they didn't.
12 MR. SAUDER: Okay.
13 JUDGE SRINIVASA: Say, for
14 example, February 28th you send in an order --
15 10 orders, and the due date was not until March.
16 MR. SAUDER: Right.
17 JUDGE SRINIVASA: You're saying
18 those 10 orders should not be counted in the
19 denominator for percent missed due dates?
20 MR. SAUDER: Well, this is trouble
21 within 10 days after --
22 JUDGE SRINIVASA: Well, missed due
23 dates is not the same date. Say, for example,
24 it's three days.
25 MR. SAUDER: Okay.

Page 215

1 JUDGE SRINIVASA: Three days would
2 come in March. So, on the 28th, you ordered 10,
3 and then the due date for them was sometime in
4 March.
5 MR. SAUDER: Right.
6 JUDGE SRINIVASA: Okay. For
7 percent missed due dates, you're not saying that
8 they need to move them out -- those 10 orders
9 should be moved to the subsequent month.
10 MR. SAUDER: For missed due dates,
11 I think it's when it actually gets completed is
12 what they're saying. But this one is for
13 trouble --
14 JUDGE SRINIVASA: Well, is that
15 the way it is done, Mr. Dysart? For missed due
16 dates, you are moving those 10 orders even
17 though it was -- the day it was completed,
18 that's when you're counting the orders?
19 MR. DYSART: Correct. The day
20 it's completed.
21 MR. COWLISHAW: It's when it's
22 posted, isn't it?
23 MR. SAUDER: I think it's
24 completion.
25 MR. COWLISHAW: But the

Page 216

1 implementation is posted, isn't it?
2 MR. DYSART: Okay. We're talking
3 about missed due dates?
4 MR. COWLISHAW: Yeah.
5 MR. DYSART: For missed due dates,
6 are we using -- I'm sorry -- are we using what
7 is posted -- based on a posted -- I think --
8 MS. HALE: For the month?
9 MR. DYSART: Right.
10 MS. HALE: Can we use a posted
11 month?
12 MR. DYSART: A posted month, so
13 that --
14 MS. HALE: This is Michelle Hale
15 for Southwestern Bell. We use a posted month
16 for this due date.
17 MR. DYSART: So --
18 MS. HALE: I mean, we calculate it
19 by the completion date.
20 MR. SAUDER: You don't count it
21 until it --
22 MS. HALE: The period of time as
23 opposed to the month.
24 MR. DYSART: Correct. And the
25 reason being is that if you count it when it

Page 217

1 posts, you're going to always get everything.
2 It may end up being in the wrong month -- I
3 admit that -- but at least you're counting it
4 somewhere.
5 And the reason -- you know, the problem
6 I have with that philosophy that y'all are
7 doing, then I'm going to have to track
8 everything on the service order level. So every
9 one, I'm going to have to monitor that service
10 order and say, "Did this particular report take
11 an I-10?" Yes. So then I count all those up in
12 whatever period of time you have. Now I count
13 up all my I-10s and count up all my orders, and
14 yet it doesn't exactly match, but it gives you a
15 pretty good idea, and it's just exactly what we
16 do in retail.
17 So, if I do this for CLECs, I'm going
18 to have to do the same thing for retail, which
19 would be just totally a nightmare. And now
20 we're moving into the 30-day clock. As you were
21 describing your 10-day, that's -- yeah, you can
22 maybe do it for 10 days, but not when you get to
23 30 days --
24 JUDGE SRINIVASA: Right. For UNE
25 loops, we have a 30-day clock.

Page 218

1 MR. DYSART: You know, now you've
2 got 30 days. So it's not as simple as counting
3 orders that start 10 days previous and stop them
4 10 days earlier. Now I've got a whole month I'm
5 worried about. And really what we get here is
6 not so much a percentage as a rate. It's an I
7 report rate.
8 JUDGE NELSON: Also, over several
9 months, wouldn't it average out?
10 MR. DYSART: My feeling is, yes,
11 it would.
12 JUDGE SRINIVASA: Well, the issue
13 was while the volume is increasing.
14 JUDGE NELSON: Right.
15 JUDGE SRINIVASA: So --
16 MR. DYSART: Well, but you've got
17 to remember order volume increases, but -- month
18 over month, you get more orders. But, for
19 example, residence in March was down total for
20 resale in residence. So sometimes it goes up.
21 Sometimes it goes down.
22 JUDGE NELSON: Right.
23 MR. DYSART: But if you look at
24 the numbers, they're fairly consistent. And I
25 don't think it matters a lot if you look at this

Page 219

1 as a rate and get away from a true percentage --
2 because you're right. It's not. It's more of a
3 rate, just like -- just like trouble report rate
4 is not a percentage.
5 JUDGE SRINIVASA: You're doing the
6 same thing in your retail alignment?
7 MR. DYSART: Correct.
8 JUDGE SRINIVASA: So it's a parity
9 measure?
10 MR. DYSART: Correct.
11 JUDGE SRINIVASA: Okay. I think
12 we have enough information, and we can move on.
13 MS. EMCH: This is Marsha Emch
14 with MCI WorldCom. We do have one new proposal
15 for Measure 35.
16 JUDGE SRINIVASA: Right, 35.1. I
17 was going to get --
18 MS. EMCH: No. From Measure 35.
19 JUDGE SRINIVASA: 35?
20 MS. EMCH: We -- MCI WorldCom is
21 proposing that the measure be changed not to an
22 I-10 report but to an I-30 report, consistent
23 with the additional measures as well as with
24 industry standards. SBC PacBell, SBC Ameritech,
25 recently Michigan has agreed to the POTS/UNE

Page 220

1 combo of 30 days. The reasoning behind that,
2 you know, we get a new customer, and any of
3 those troubles in the first -- you know, the
4 first month of time are very critical and a
5 reflection on MCI WorldCom when it, in fact, may
6 not have been -- just the whole concern is that
7 the 30 days be extended. I guess I'd be willing
8 to hear from Southwestern Bell why this measure
9 is different from the rest of the industry.
10 Maybe I missed that point.
11 MR. DYSART: This is Randy Dysart,
12 Southwestern Bell. I don't want to characterize
13 this as different from the entire industry for a
14 couple of reasons. First of all, I don't think
15 everybody uses it. I know of several companies
16 that use I-7s. In fact, the FCC has -- one of
17 the issues Bell Atlantic has is I-7s versus
18 I-30s. So I don't think we can characterize it
19 as an industry issue.
20 The reason that 10 days has always been
21 used in Southwestern Bell is typically --
22 particularly on a POTS service, if you're going
23 to have a problem, it's going to be in the first
24 10 days. The reason it's different on specials
25 is data is a little more critical and maybe a

Page 221

1 little harder to tweak. So that's extended it
2 to 30 days on specials. But for POTS, if it's
3 going to happen, it's probably going to happen
4 the first 10 days.
5 MS. EMCH: This is Marsha Emch,
6 MCI WorldCom. My understanding is that Bell
7 Atlantic is reporting for both seven days and 30
8 days for POTS, is that they are doing both. SBC
9 PacBell, SBC Ameritech are doing 30 days.
10 JUDGE NELSON: Again, the FCC, in
11 approving Bell Atlantic's application, they
12 mentioned seven days.
13 MS. EMCH: And 30. They're
14 reporting both and paying penalties on both.
15 MR. DYSART: Well, obviously --
16 this is Randy Dysart, Southwestern Bell --
17 that's double-dipping, and I --
18 MS. EMCH: I'm not proposing that
19 that happen. I'm just proposing this be changed
20 to 30 days.
21 JUDGE NELSON: In addition to
22 that, do they have another measure called --
23 like similar to what we have for trouble
24 reports -- not within 10 days of installation,
25 just trouble reports.

Page 222

1 MS. EMCH: Yes, there's trouble
2 reports.
3 JUDGE SRINIVASA: We do have that
4 also. If it is beyond 10 days, if there's
5 trouble, there is a measurement which captures
6 that, a trouble report. It is not limited to
7 within 10 days -- this is -- after they install,
8 initially if there's trouble, then we wanted to
9 capture that as a separate measure, because that
10 may have a different impact on the end use
11 customer than the --
12 MS. EMCH: Yeah. I totally
13 understand that. And that's what our -- MCI's
14 point is that we feel that that impact is 30
15 days, not 10 days. And that's being supported
16 by SBC in PacBell territory, SBC in Ameritech
17 Michigan territory, Bell Atlantic New York, Bell
18 South, US West. And that's my exact point. I
19 understand it can be captured as troubles, or it
20 can be captured as I troubles -- installation
21 troubles, and we're saying that 30 days should
22 be on the installation troubles.
23 JUDGE SRINIVASA: Any other CLEC?
24 Do you think that it should be 30 days or --
25 MR. COWLISHAW: I think, if

Page 223

1 anything, we've had concern of -- well, let me
2 just say that I think that we're probably more
3 toward the -- keeping it at the 10 days.
4 JUDGE SRINIVASA: Okay. We'll
5 note your proposal and move on. Are there any
6 other proposals -- other changes to this
7 measure?
8 MS. EMCH: MCI -- I'll just make
9 one more point. We would -- surprisingly, I
10 guess, we would concur with Southwestern Bell's
11 current way of doing the installation data,
12 using that 10 days -- if we have to use the 10
13 days -- but how it fluctuates from month to
14 month, we don't see a problem with --
15 JUDGE SRINIVASA: With the
16 denominator and the numerator?
17 MS. EMCH: Yes.
18 JUDGE SRINIVASA: Thank you.
19 MS. EMCH: With the way
20 Southwestern Bell is currently doing that.
21 JUDGE SRINIVASA: Thank you.
22 Okay. We see a new measure, 35.1. Who is
23 proposing that? Is it AT&T?
24 MS. CHAMBERS: Yes. I don't know
25 if we have it up there.

Page 224

1 JUDGE SRINIVASA: Provisioning
2 trouble notifications?
3 MS. CHAMBERS: Yes. This is Julie
4 Chambers with AT&T. I think this is similar to
5 other discussions that have taken place around
6 this UNE loop, but the proposal is to add a 35.1
7 to capture troubles that occur in between the
8 time that you receive a FOC and the actual
9 service order completion.
10 JUDGE SRINIVASA: So it's
11 provisioning trouble reports?
12 MS. CHAMBERS: Yes.
13 JUDGE SRINIVASA: Similar to --
14 okay. Mr. Dysart, have you had a chance to
15 review this?
16 (No response)
17 JUDGE SRINIVASA: I don't see --
18 the exclusions and other things are not fully
19 dealt with yet, but --
20 MR. DYSART: Yeah. I --
21 MS. CHAMBERS: We were not aware
22 of any exclusions that would need to be applied.
23 I mean, we --
24 JUDGE NELSON: It says "TBD."
25 MS. CHAMBERS: It would need to be